



Wireless Phone Insurance & Warranty

ProductGuard
PlatinumGuardSM
Enhanced Warranty



1-800-alltel-1 (1-800-255-8351)

alltel.com

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asurion



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ProductGuard and PlatinumGuard are services provided to subscribers of Alltel. Asurion Insurance Services, Inc. (Asurion) is the agent and provides claims servicing under this program. Old Republic Insurance Company is the underwriter of this product.

Protect your wireless investment

Asurion estimates that more than 60 million wireless phones will be lost, stolen or damaged each year. And replacing your phone will likely cost you more than what you originally paid for it. That's why Alltel makes available to its customers wireless phone insurance and warranty programs. These programs offer the affordable protection you need against loss, theft, damage and malfunction. Plus, you can choose the coverage that works best for you. There are three programs available.

ProductGuard Plus/PlatinumGuard Plus

Total handset protection if your phone isn't working for any reason—loss, theft, damage or malfunction.

ProductGuard/PlatinumGuard

Insures your phone if it is lost, stolen or damaged.

Enhanced Warranty

Provides protection against electrical/mechanical malfunction or a manufacturer's defect during and beyond the manufacturer's warranty.

Coverage options are based on the equipment you own. If you have standard equipment, ProductGuard Plus, ProductGuard and Enhanced Warranty are available. If you have premium equipment, PlatinumGuard Plus, PlatinumGuard and Enhanced Warranty are available.

Replacement Equipment

Your replacement device may be new or remanufactured.

- If your same make and model is not available, a like-kind make and model may be substituted.
- You may also receive generic accessories.

Cancellation Policy

You can cancel your coverage at any time and receive a prorated refund of your unused premium.

Summary of Coverage Options

Standard Equipment Options:			
	ProductGuard Plus	ProductGuard	Enhanced Warranty
Monthly Rate	\$5	\$4	\$2
Loss	yes	yes	no
Theft	yes	yes	no
Damage	yes	yes	no
Malfunction	yes	no	yes
Deductible	\$50	\$50	N/A
Processing Fee	\$0 In Warranty		\$0 In Warranty
	\$50 Out of Warranty		\$50 Out of Warranty
Claim Limit Per Claim	\$1500	\$1500	N/A
	Max 2 Claims in any 12 mo. period		N/A
Standard Equipment List	All LG & Samsung Phones & All Wireless Internet Cards, Franklin CDU550, Huawei EC360, Kyocera KPC650, Kyocera KPC680, Kyocera KX12, Kyocera KX1, Kyocera K612b, Motorola K1M, Motorola V3A, Motorola W315, Motorola Z6M, UTStarcom CDM8630AL, UTStarcom PC5740, UTStarcom PC5750, UTStarcom UM150AL		

Premium Equipment Options:			
	PlatinumGuard Plus	PlatinumGuard	Enhanced Warranty
Monthly Rate	\$7	\$6	\$2
Loss	yes	yes	no
Theft	yes	yes	no
Damage	yes	yes	no
Malfunction	yes	no	yes
Deductible	\$95	\$95	N/A
Processing Fee	\$0 In Warranty		\$0 In Warranty
	\$50 Out of Warranty		\$50 Out of Warranty
Claim Limit Per Claim	\$1500	\$1500	N/A
	Max 2 Claims in any 12 mo. period		N/A
Premium Equipment List	All BlackBerry & Palm devices. Motorola V3c, Motorola V3m, Motorola V9m, Motorola MotoQ, UTStarcom PPC6700, UTStarcom MP6900AL, UTStarcom PPC6800AL		

If you do not see your equipment listed above, please visit the Web site at phoneclaim.com/alltel or call Asurion at 1-888-723-3360.

Additional Details: ProductGuard/PlatinumGuard

Why protect your wireless phone?

Replacing your phone if it is lost, stolen, damaged or malfunctioning could be costly and inconvenient.

I received a great deal on my first phone. Won't I get the same bargain on my replacement phone?

Your initial phone purchase is typically highly subsidized by your carrier. Special prices and promotions are usually not available on a replacement phone. That means you may be required to pay full retail price for your replacement.

My phone is new. Doesn't my warranty cover these things?

Warranties typically do not cover loss, theft or damage. ProductGuard and PlatinumGuard do.

I'm careful with my phone, so what could happen?

Your phone could be dropped on the pavement, forgotten at a store or end up at the bottom of the lake. Hundreds of unforeseen events could strike. And no matter what happens, the cost and problems associated with these events are yours unless you have insurance.

How much does this cost?

A low monthly fee based on your wireless device will be added to your wireless phone bill—no separate invoices or checks to write. This fee includes the cost of your insurance premium payable to the Old Republic Insurance Company and administration fees payable to Asurion Insurance Services, Inc. and Alltel.

Equipment covered[†]:

- One wireless phone
- One standard battery
- One standard charger
- One standard cigarette lighter adapter
- One standard ear piece

[†]Replacement of accessories may be with generic or non-original manufacturer accessories. Battery and accessories will only be covered when they are part of a loss to Covered Property.

Covered incidents[‡]:

- Loss
- Theft
- Physical damage

[‡]For a complete description, see the Terms and Conditions on following pages.

How do I sign up for this valuable feature?

The best time to sign up for the insurance program is when you purchase and activate your phone. Your request will be forwarded to the agent who can bind coverage. Acceptance of your application is at the sole discretion of the Old Republic Insurance Company. If your enrollment request is within the first fourteen days after your purchase and activation of your phone and you are accepted, insurance

coverage is retroactive to the time your request for enrollment was submitted. If you do not enroll in the insurance program when you purchase and activate your phone or within 14 days of doing so, you may enroll later, however a 45-day waiting period will apply. During the 45-day waiting period, no premiums will be charged—losses that occur during the 45-day waiting period are not covered. If you are accepted, but enrolled more than 14 days after you purchased and activated your phone, coverage begins on the 46th day following your enrollment. Regardless when enrollment in the insurance program occurs, a billable phone call must be made from your wireless phone for insurance protection to take effect. At any time, should you wish to cancel your enrollment, you may do so by contacting Alltel or Asurion.

Am I required to purchase ProductGuard/PlatinumGuard?

Alltel has arranged for its customers to have access to this program. However, you are not required to purchase it in order to activate service with Alltel. Without protection, you may be responsible for the full replacement cost of your phone in the case of loss. You may already have coverage through homeowner's or renter's insurance or other means (your wireless representative is not qualified to evaluate your existing insurance coverage). Keep in mind, if you have other coverage, the associated deductible you have to pay with another insurer may be higher. If you elect coverage, you may cancel it at any time with a prorated refund of any unearned premiums. Any questions regarding claims or policy information should be directed to the agent at 1-888-723-3360.

How do I file a claim?

Filing a claim is simple and easy.

1. If your phone is lost or stolen, call Alltel to temporarily suspend your service and prevent unauthorized calls.
2. Contact Asurion claims center at 1-888-723-3360 to initiate the claims process.
3. As soon as Asurion has verified and approved your claim, you may choose to pick up your replacement phone at an Alltel retail location or your replacement phone can be shipped to you by express delivery.

What information do I need if I'm filing a claim[‡]?

When filing a claim, you will need the following:

- Your wireless phone number.
- The wireless phone manufacturer and model.
- A police report case number and police department name, if phone is lost or stolen.
- The purchase date of your wireless phone.

To file a claim, you must:

- Be the primary name on the account.
- Report the claim within 30 days of the incident.
- Provide proof of ownership, if requested.
- Provide proof of loss, if requested.
- Provide government-issued identification, if requested.

Note: Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim on an application containing any false, incomplete or misleading information is guilty of insurance fraud.

**For a complete description, see the Terms and Conditions on following pages.*

Claim replacement conditions:

- Claims may be fulfilled with new or remanufactured equipment. Remanufactured equipment may have minor cosmetic flaws.
- If the exact model is not available, replacement will be of like kind and quality. Colors, features and accessory compatibility are not guaranteed.
- The policy allows two claims in one 12-month period, beginning with the date of the first loss. Once you have met your claim limit, you cannot request re-enrollment into the insurance program for a period of 12 months from the peril date of your second claim.
- Damaged or recovered lost or stolen equipment must be returned, as it is the property of the Old Republic Insurance Company.
- If you choose to pick up your replacement equipment at an Alltel retail store, you must return your claimed equipment at that time.
- If you receive your replacement device through the mail, a prepaid envelope with return shipping instructions can be found in your fulfillment packaging. Damaged equipment must be returned within 15 days after receiving your replacement equipment. Failure to return damaged equipment may result in the assessment of a non-return fee of up to \$300.
- There is no cash paid or reimbursement provided to insureds. This program covers only the equipment that is assigned to the wireless phone number at the time of loss.
- Rates are subject to change upon reasonable notice to insureds, in accordance with state law.

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OLD REPUBLIC INSURANCE COMPANY

SUMMARY OF WIRELESS COMMUNICATIONS EQUIPMENT INSURANCE COVERAGE

Various provisions in the Policy restrict coverage. Read the entire summary carefully to determine your rights, and duties and what is and is not covered. The words “we,” “us” and “our” refer to Old Republic Insurance Company that is providing this insurance. The terms “you” and “your” mean, as the context requires, the First Named Insured or any Additional Insured or both. The word “Agent” refers to Asurion Insurance Services, Inc. (also referred to as “Asurion”). The term “Authorized Service Center” means Asurion Insurance Services, Inc. or any other service provider designated by Asurion who is providing repair and replacement services on our behalf. The term “Wireless Service Provider” means Alltel Communications, Inc. and its affiliates and subsidiaries (hereinafter “Alltel”), who is the First Named Insured, providing the wireless telephone or communication services which is used by 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 Alltel 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 Covered Property which he, she or it owns (referred to herein collectively with the First Named Insured as “Insured”). Requests for coverage for Additional Insureds are subject to our approval.

2. Covered Property

Covered Property means:

- 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: 1) such wireless device is owned by you and you provide us proof of ownership; and 2) 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: Standard Battery (attached to wireless device at time of Loss if lost or stolen), Standard Cigarette Lighter Adapter, Standard Charger, Standard Ear Piece which attaches to the wireless device. Accessories will only be covered when they are part of a loss to Covered Property and for which you may be required to provide a proof of purchase.

3. Property Not Covered

Covered Property does not include:

- a. Contraband or property used 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. Proprietary handsets included with automobile wireless 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. Any other equipment or accessories not described as Covered Property.
- e. Property that has been entrusted to (including to and from) others for any service, repair or replacement, other than Asurion or its designee.
- f. Any fees or charges assessed by Alltel whether the charges

incurred are legitimate or fraudulent.

- g.** Face plates, personalized data, or customized or downloaded software such as music, PIM's, ringtones, games, screen savers.
- h.** Wireless Equipment whose unique identification number (ESN, MEID or IMEI) has been altered, defaced or removed.
- i.** Removable data storage devices.
- j.** Non-standard batteries.

4. Coverage Period

We cover direct loss or damage that occurs during the policy period shown in the Declarations. Subject to G.4.b. and c., coverage for each Additional Insured begins when coverage of the Additional Insured is approved by us and is retroactive to the date of the application of such Additional Insured. If we do not approve your application for coverage, we will notify you within 30 days that you have not been accepted for coverage.

5. Coverage Territory

We insure the Covered Property worldwide. Any claims occurring outside the United States will be processed in the United States.

6. Covered Causes of Loss

Covered Causes of Loss means risks of being lost, stolen or directly damaged, except as limited or excluded elsewhere in this policy. All other terms and conditions of the policy remain in full force and effect.

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 Insured 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. 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, or scratching.
- (2)** Change in color or other change in the exterior finish.

g. Covered Under Warranty

We will not make any repair or replacement for 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.

h. Late Claims

We will not cover claims reported to Asurion more than 30 days after the time of loss or damage.

i. Programming, Repair Work

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

j. Virus

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

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

k. 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.

l. Intentional Loss or Damage

We do not cover damage to Covered Property which is the result of it having been used in a manner inconsistent for which it was designed or intended by the manufacturer. We also do not cover damage that is intentional or the result of abuse.

m. 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, all artificially produced ionizing or non-ionizing radiation and/or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

C. LIMITS OF INSURANCE

The most we will spend, in any one occurrence, to repair or replace

Covered Property due to a covered claim is \$1,500. Each Insured is limited to two losses in any consecutive 12-month time period. When this limit is exhausted, coverage will cease immediately and we will notify the Insured that his or her coverage has ceased and no future premiums are due. These Limits of Insurance apply separately to each covered claim.

D. DEDUCTIBLE

The deductible is \$50 or \$95 depending on the Covered Property and is non-refundable and is payable at the time a repair or replacement is approved by the Authorized Service Center. 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. Notify Wireless Service Provider

If the Covered Property is lost or stolen, notify Alltel at 1-800-alltel-1 to suspend your wireless communications service prior to filing the claim.

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 within 30 days of request.

3. Notify Agent, Give Description

Notify Asurion within 30 days of the time of loss Give a complete description of:

- a. The Covered Property, including telephone number, device make and model, and unique identification number (ESN, MEID or IMEI); 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 requested, take or send, the Covered Property to our or our Agent's designee for equipment failure evaluation.

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.

7. Proof of Loss and Ownership

If required, provide:

- a. A copy of original ownership records, such as a bill of sale;
- 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 a 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 Covered Property

The Additional Insured is required to return the damaged property to the Authorized Service Center. If the replacement equipment is sent to you, the Authorized Service Center will provide a prepaid shipping label and envelope to return the damaged property in. Disposal of the damaged Covered Property other than by returning it to the Authorized Service Center requires the prior consent of the Authorized Service Center. If the damaged Covered Property is not returned to the Authorized Service Center 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 the Non-Return Fee of up to \$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 device for pick up at your Wireless Service Provider. We may also ship the approved replacement device 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 or pay the added cost of re-delivery.

F. OUR DUTIES IN EVENT OF LOSS

1. When We Repair or Replace

If a claim is made, we or Asurion will notify the Insured of Asurion assessment of the claim within 10 days after we or Asurion receive 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 Asurion may provide substitute equipment or repair the Covered Property 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. 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 otherwise, 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) The policy,
- (2) Any activities, transactions, services or interactions of any

kind involving any Insured and us (for purposes of this Section G.1., "we" or "us" will include any of our employees, agents, representatives or associated businesses who are involved in any way in any activities, transactions, or services with any Insured relating to the policy), and the relationships which result from the policy, including, to the full extent permitted by applicable law, relationships with third parties who are not parties to the policy; 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 action or class arbitration, by nonbinding arbitration before a single arbitrator. All Insureds and we waive any right to pursue on a class basis any such dispute, controversy or claim, even if applicable law permits class actions or 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 the Insured attends will take place at a location within the federal judicial district that includes the Insured's billing address at the time the demand for arbitration is filed.
 - e. Upon written request, we will advance to the Insured either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether the Insured or us will ultimately be responsible for these fees and may waive the Insured's fees upon a finding of economic hardship.
 - 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. THE INSUREDS AND WE AGREE THAT THIS ARBITRATION WILL BE ON AN INDIVIDUAL BASIS. THE INSUREDS AND WE UNDERSTAND AND AGREE THAT BECAUSE OF THIS ARBITRATION PROVISION NEITHER INSURED 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 INSURED AND WE HAVE BEEN UNABLE TO RESOLVE OUR DISPUTE, CLAIM OR CONTROVERSY. FURTHER, ALL INSUREDS 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.

2. Claim Authorization and Loss Payment

We or Asurion has the right to settle the loss with the Insured or his or her designee. No claims will be accepted unless authorized by Asurion. All repairs and replacements must be done by the Authorized Service Center, unless the Authorized Service Center gives the Insured other specific directions. In no event will Insureds be reimbursed for any out-of-pocket expenses.

3. Cancellation

a. How First Named Insured Cancels

The First Named Insured may cancel this policy by mailing or delivering to us advance written notice of cancellation. In this event, the First Named Insured agrees to deliver notices of cancellation to all Additional Insureds, 60 days prior to cancellation of their coverage, or to pay the Agent for delivery thereof.

b. How Additional Insureds Cancel

An Additional Insured may cancel coverage provided to him or her by notifying the Agent or Alltel, who will advise the Agent.

c. How We Cancel

- (1) We may cancel coverage for nonpayment of premium by mailing or delivering written notice of cancellation, including the actual reason for cancellation, at least 10 days before the effective date of cancellation.
- (2) When an Additional Insured's coverage has been in effect for less than 60 days, we may cancel for any reason by mailing or delivering written notice of cancellation, including the actual reason for cancellation, at least 30 days before the effective date of cancellation. We may cancel the coverage of any Additional Insured for fraud or intentional misrepresentation made in obtaining this insurance or in filing a claim under this insurance, by mailing or delivering written notice of cancellation, including the actual reason for cancellation, at least 15 days before the effective date of cancellation.
- (3) When coverage has been in effect for 60 days or more, we may cancel the coverage of any Additional Insured for fraud or intentional misrepresentation made in obtaining this insurance or in filing a claim under this insurance, by mailing or delivering written notice of cancellation, including the actual reason for cancellation, at least 15 days before the effective date of cancellation.
- (4) We also may cancel coverage for all Insureds by mailing or delivering written notice of cancellation at least 30 days before the effective date of cancellation, including the

actual reason for cancellation, if:

- (a) For any reason, we choose to stop providing this coverage for all Insureds in a given class;
- (b) Alltel has provided monthly premium billing and collection service and ceases to do so; or
- (c) Asurion or the Authorized Service Center ceases to provide its claim service.

(5) How Notice of Cancellation Is Provided If there is a cancellation in accordance with Section G.3.c., notice will be sent to:

- (a) Each Additional Insured affected by the cancellation, using his or her last mailing address on file with the First Named Insured;
- (b) The Agent; and
- (c) The First Named Insured.

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

d. Effective Date of Cancellation

Notice of cancellation will state the effective date of cancellation. The coverage will end on that date.

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.

f. Proof of Mailing

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

4. Eligibility

- a. To be eligible for coverage you must be a valid, active and current subscriber of Alltel.
- b. (1) If your request for enrollment for coverage is submitted within 14 days of initial activation of the Alltel service for the Covered Property and you are approved by us, we cover direct loss or damage that occurs during the policy period shown in the Declarations.
- (2) If your request for enrollment for coverage is submitted more than 14 days after your initial activation of the Alltel service for the Covered Property the Additional Insured's coverage will begin after a waiting period of 45 days following the submission of the request for enrollment and the successful completion of a test call to the Covered Property, unless we or our Agent notify you prior to completion of the waiting period that your request is not approved.
- c. You must not have engaged in fraud or abuse with respect to this or a similar communications equipment insurance program.
- d. You must 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.

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 his or her 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 his or her 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 make available to you 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 15 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 earned premium to us through the Agent based on that report. The premium will be calculated by multiplying the rate per unit of Covered Property shown in the Declarations by the total number of such units. The First Named Insured may request that Additional Insureds be billed for their individual units of Covered Property. In that event, the rate will be the same as the policy rate billed to the First Named Insured. 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 as they relate to this Premium Payment Provision 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.

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, 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.

ORIC-WCEC-102-01/07-Sum-08/08

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 call Asurion at 1-888-723-3360 or send a self-addressed envelope to Asurion Insurance Services, Inc. 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. 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 call Asurion at 1-888-723-3360 or send a self-addressed envelope to Asurion Insurance Services, Inc. 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.

This notice is required by the Terrorism Risk Insurance Act of 2002. Your policy does not contain an exclusion for acts of terrorism nor is an additional premium charged for such coverage.

IMPORTANT NOTICE TO POLICYHOLDERS — TERRORISM RISK INSURANCE ACT OF 2002

You are hereby notified that, under the Terrorism Risk Insurance Act of 2002, 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 provisions of your policy, any endorsements to the policy and generally applicable rules of law.

Any terrorism coverage provided by this policy may be partially reinsured by the United States of America under a formula established by Federal Law. If applicable, under this formula, the United States will pay 90% of covered terrorism losses exceeding a statutorily-established deductible paid by insurers until such time as insured losses under the program reach \$100 billion. If that occurs, Congress will determine the procedures for, and the source of, any payments for losses in excess of \$100 billion.

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.

Enhanced Warranty:

How do I file a claim?

Filing a claim is quick and easy.

During the Manufacturer's Warranty Period

If your device malfunctions due to electrical/mechanical failure or manufacturer's defect during the manufacturer's warranty period, simply visit an Alltel retail location. An Alltel retail representative will assist you in the warranty process.

After the Manufacturer's Warranty Period

If your device malfunctions due to electrical/mechanical failure or manufacturer's defect after the manufacturer's warranty period has expired, simply call Asurion Warranty Services, Inc. (Asurion) to report a claim at: 1-888-723-3360.

What information do I need if I'm filing a claim*?

- Your wireless phone number.
- The wireless phone manufacturer and model.
- The purchase date of your wireless phone.

To file a claim, you must:

- Be the primary name on the account.
- Report the claim within 30 days of the incident.
- Provide proof of ownership, if requested.
- Provide government issued identification, if requested.

**For a complete description, see the Terms and Conditions on the following pages.*

My phone is covered by the manufacturer's warranty. Why do I need the Enhanced Warranty program?

It's likely your phone is only covered by the manufacturer's warranty during the first 6-12 months of ownership. After that period ends, your phone will not be protected against defects and electrical or mechanical malfunction. Additionally, during the manufacturer's warranty period, it could take weeks for the manufacturer to repair or replace your defective phone.

How can I sign up for Enhanced Warranty?

The best time to sign up for warranty protection is when you purchase and activate your phone. Acceptance of your application is at the sole discretion of Asurion. If your enrollment request is within the first 14 days after your purchase and activation of your phone and you are accepted, warranty coverage is retroactive to the time your request for enrollment was submitted. If you do not enroll in the warranty program when you purchase and activate your phone or within 14 days of doing so, you may enroll later, however a 45-day waiting period will apply. During the 45-day waiting period, no premiums will be charged—losses that occur during the 45-day waiting period are not covered. If you are accepted, but enrolled more than 14 days after you purchased and activated your phone, coverage begins on the 46th day following your enrollment. Regardless when enrollment in the warranty program occurs, a billable phone call must be made from your wireless phone for warranty protection to take effect. At anytime, should you wish to cancel your enrollment, you may do so by contacting Alltel or Asurion.

What equipment is covered under Enhanced Warranty?

- Wireless phone
- Battery

Claim Replacement Conditions:

- Claims may be fulfilled with new or refurbished equipment. Refurbished equipment may have minor cosmetic flaws.
- If the exact model is not available, replacement will be of like kind and quality. Colors, features and accessory compatibility are not guaranteed.
- As soon as Asurion has verified and approved your claim, you may pick up your replacement phone at an Alltel retail location, or your replacement phone can be shipped to you by express delivery.
- Malfunctioning equipment must be returned, as it is property of Asurion.
- If you choose to pick up your replacement equipment at an Alltel retail store, you must turn over your claimed equipment at that time.
- If you receive your replacement equipment through the mail, a prepaid envelope with return shipping instructions can be found in your fulfillment packaging. Malfunctioning equipment must be returned within 15 days of receiving a replacement. Failure to return malfunctioning equipment could result in the assessment of a non-return fee of up to \$300.
- There is no cash paid or reimbursement associated with the Enhanced Warranty. This program covers the equipment that is assigned to the phone number.
- Rates are subject to change upon reasonable notice in accordance with state law.

Enhanced Warranty is a service provided to subscribers of Alltel by Asurion Warranty Services, Inc. (in Florida, Asurion Florida Warranty Services, Inc.).

*This summary of the **Enhanced Warranty Program Terms & Conditions** is subject in all respects to the full text of the **Terms & Conditions**.*

ENHANCED SERVICE WARRANTY CONTRACT

Coverage For Manufacturer's Defect and Mechanical Breakdown

In this Enhanced Service Warranty Contract (hereinafter referred to as "Contract"), the terms "We," "Us," "Our" and "Obligor" individually and collectively refer to: (1) Asurion Warranty Services, Inc., in states or jurisdictions where it is the Obligor; (2) Asurion Florida Warranty Services, Inc., in states or jurisdictions where it is the Obligor, or (3) Alltel Communications, Inc. and its affiliates and subsidiaries (hereinafter "Alltel"), in states or jurisdictions where it is the Obligor. See Section 13 for a jurisdiction-by-jurisdiction Obligor listing. The terms "You" and "Your" refer to the purchaser of this Contract. Your Alltel wireless telephone number for the Covered Product is Your Contract number. This Contract is not an insurance policy.

THIS CONTRACT CONTAINS A BINDING ARBITRATION REQUIREMENT. PLEASE SEE SECTION 12. SEE SECTION 16 FOR SPECIAL STATE VARIATIONS AND DISCLAIMERS.

1. COVERAGE.

Subject to the terms and conditions of this Contract, if the Covered Product under this Contract fails to operate properly due to defects in materials or workmanship, or normal wear and tear, during the time this Contract is in effect, **We will replace the Covered Product. We will not provide repair service under this Contract, only product replacement. All products replaced under this Contract shall become the property of the Obligor.** In order to obtain the coverage specified above, You must: a) call 1-888-723-3360 within 30 days of the date Your Covered Product first fails to operate and receive replacement authorization; and b) return the original Covered Product as directed within 15 days from the date that replacement authorization is issued. Parts and service covered under any manufacturer's recall or warranty will be provided under that recall or warranty, as applicable. In neither circumstance will coverage be provided under this Contract. Purchase of this Contract is not required in order to purchase or obtain financing for the Covered Product. "Covered Product" means the eligible wireless communications device as identified by make, model, ESN and IMEI (or other similar unique identifier) as indicated in the records of the wireless communications service provider on whose network you use the Covered Property.

2. ELIGIBILITY.

Only wireless communications devices that We have designated as eligible for coverage under the Contract are eligible to become Covered Product.

3. REPLACEMENT PRODUCTS.

If the identical Covered Product is no longer available, We will replace it with a product of comparable functionality. In all cases, We will determine product comparability including functionality at Our sole discretion. Technological advances and product availability may result in a replacement product with a lower selling price than the original product. A replacement product may be either new or refurbished, at Our option. Non-original manufacturer parts may be used in refurbished products.

4. PAYMENT, FEES AND IDENTITY OF SERVICE CONTRACT SELLER.

a) Payment.

Your monthly cost for this Contract will be shown on Your monthly bill ("Bill") from Alltel You agree to pay the amount shown on Your monthly Bill for wireless service each month when invoiced by Alltel on the same terms and conditions as set forth under Your Alltel subscriber agreement.

b) Required Deductible/Processing Fee Per Replacement

If your claim occurs within the manufacturer's warranty period, no deductible/processing fee will apply For claims that occur outside the manufacturer's warranty period, a \$50 non-refundable

deductible/processing fee for products listed in Schedule A or a \$50 non-refundable deductible/processing fee for products listed in Schedule B each of which are attached hereto, will apply to each product replaced pursuant to this Contract. You agree to pay the deductible/processing fee to Us prior to the replacement of the covered property.

c) Failure to Return Equipment/Non-return Charge.

Covered Product approved for replacement must be returned to Us at Our shipping expense in the return mailer included with Your replacement product. You must return the Covered Product as directed by Us, or pay the non-returned equipment charge applicable to the model of Covered Product that We replace. YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE COVERED PRODUCT AS DIRECTED.

d) Replacement Claims: Credit Card Block Preauthorization; 15-Day Determination Period; Payment for Replacement Product in Case of Invalid Claim.

i. When a Covered Product is replaced as described in Section 1 (Coverage), You preauthorize Us to place a block on Your credit card for a period of 15 days for an invalid claim deposit in an amount based on the model of the replacement product. ii. In the event that We determine within this 15-day determination period that Your request for a replacement product is invalid under this Contract, We will charge the amount of the invalid claim deposit to Your credit card and return Your original Covered Product to You. You may return the replacement product to Us for a full refund of the invalid claim deposit within 30 days from the date Your credit card is charged, so long as it is in new condition.

e) Identity of Service Contract Seller.

Your service contract seller is the entity that sold You this Contract, as named on the sales receipt or confirmation of enrollment.

5. PREVENTATIVE MAINTENANCE.

You have no obligation under this Contract to perform preventative maintenance on the Covered Product.

6. LIMITATIONS OF COVERAGE.

This Contract does not cover the following:

- a) Products owned or operated outside any state or territory of the United States, the District of Columbia, or Canada.
- b) Any defects that existed prior to the purchase of this Contract.
- c) Products used for rental purposes.
- d) Damage or other product failure due to causes beyond the Obligor's control such as abuse, loss, theft, fire, flood, wind, lightning, freezing, power failure, power reduction, unusual atmospheric conditions and similar fortuitous events.
- e) Non-functional parts or defects, such as cosmetic defects, trim parts, etc.
- f) Preventative maintenance.
- g) Batteries, chargers, and car kits.
- h) Data lost, corrupted, damaged or otherwise unusable.
- i) Accessories that are non-essential to the functioning of the product.
- j) Software including, but not limited to, personalized data, or customized software, such as personal information managers (PIMs), ring tones, games, or screen savers.

k) Incidental or consequential damages.

7. TERM AND RENEWAL.

This Contract will take effect immediately on the date on which charges are first applied as indicated on Your Bill (the "Issue Date") and the Obligor will provide the coverage described in Section 1 for a period of 30 days thereafter. An outbound billable call from the product covered under this Contract is required after the Issue Date for the Covered Product to be eligible for replacement in the event of a covered failure. You understand and agree that this Contract will be automatically renewed for successive 30-day periods on a continuous basis unless You or We terminate this Contract pursuant to Section. No party is obligated to renew this Contract. Prices, conditions and limitations of this Contract may change upon renewal and We will advise You of any changes 30 days prior to the Contract's renewal. By purchasing this Contract, You agree that You may be called or sent written information regarding renewals and upgrade plans.

8. TRANSFERABILITY.

This Contract is nontransferable by You.

9. TERMINATION AND REFUNDS.

You may terminate this Contract at any time for any reason by contacting Us in writing at: Cancellation Department, P.O. Box 110656, Nashville, TN 37222. We may terminate this Contract immediately for any reason by notifying You in writing. If the Obligor or You terminate this Contract within 30 days of the date purchased and no coverage has been provided as set forth in Section 1, You will receive a full refund of the Contract purchase price. If coverage was provided within 30 days of the date purchased, You will receive a refund less the value of any replacement or repair services received. If this Contract is terminated after 30 days of the date purchased, We will refund the purchase price allocable to the remainder of the term of this Contract, prorated on a monthly basis, less the value of any replacement product or services received. For residents of Alabama, Arkansas, California, Hawaii, Maryland, Minnesota, Missouri, Nevada, New Mexico, New York, South Carolina, Texas, Washington, and Wyoming, any refund owed and not paid or credited within 30 days of cancellation shall include a 10% penalty per month. Any termination, cancellation, suspension, interruption, or discontinuation of Your wireless communications service with Alltel for any reason constitutes cancellation of the Program by You, subject to the terms and conditions of this Contract.

LIMITATION OF LIABILITY.

NEITHER ASURION FLORIDA WARRANTY SERVICES, INC., ASURION WARRANTY SERVICES, INC. NOR ALLTEL AND ITS AFFILIATES AND SUBSIDIARIES OR ANY OF THEIR CONTRACTORS OR LICENSEES ARE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME OR DATA, LOSS OF USE OF A COVERED PRODUCT, OR ANY OTHER DAMAGES RESULTING FROM THE BREAKDOWN OR FAILURE OF A COVERED PRODUCT, OR FROM DELAYS IN REPLACEMENT OF A COVERED PRODUCT.

11. ADMINISTRATOR.

The administrator of this Contract is Asurion Warranty Services, Inc., P.O. Box 110656, Nashville, TN 37222, phone: 1-888-723-3360 (in Florida, the administrator of this Contract is Asurion Florida Warranty Services, Inc., P.O. Box 110656, Nashville, TN 37222, phone 1-888-723-3360. You understand and agree that the Contract is an agreement between You and the Obligor. When the administrator and the Obligor differ, You further understand and agree that the administrator has no liability pursuant to the Contract or to You, other than submitting the payment and necessary paperwork relating to this Contract.

12. ARBITRATION.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION THAT REQUIRES THE SUBMISSION OF ANY DISPUTED CLAIM TO ARBITRATION.

Any and all claims, disputes or controversies of any nature whatsoever (whether in contract, tort, or otherwise, including statutory, common law, fraud, other intentional tort, property and equitable claims) arising out of, relating to, or in connection with

- (1) this Agreement,
- (2) the relationships which result from this Agreement, including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement or this arbitration provision or
- (3) the validity, scope or enforceability of this arbitration provision or the entire Agreement ("Claim") shall be resolved, on an individual basis without resort to any form of class action or class arbitration, by final and binding arbitration before a single arbitrator. (Notwithstanding the Dispute Resolution provision of this contract, You may, at Your option, still take Your Claim to small claims court, on an individual, non class action basis, instead of requesting an arbitration.) 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 Claim 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. Any arbitration which You attend will take place at a location within the federal judicial district that includes Your billing address at the time the Claim is filed. Upon written request, We will advance to You either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether You or We will ultimately be responsible for these fees. 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 Agreement 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. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the arbitration provision. **YOU AND WE UNDERSTAND AND AGREE THAT BECAUSE OF THIS ARBITRATION CLAUSE NEITHER YOU NOR WE WILL HAVE THE RIGHT TO GO TO COURT, OR TO HAVE A JURY TRIAL, OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS**

PERTAINING TO ANY CLAIM. YOU MAY, HOWEVER, AT YOUR OPTION, PURSUE YOUR CLAIM ON AN INDIVIDUAL BASIS IN SMALL CLAIMS COURT INSTEAD OF REQUESTING ARBITRATION.

13. OBLIGOR.

The Obligor of this Contract shall be determined by the billing address on file with Alltel for the product as follows:

- a) Asurion Warranty Services, Inc. shall be the Obligor in AK, AL, AZ, AR, CA, CO, CT, DE, DC, GA, HI, ID, IL, IN, IA, KS, KY, LA, MD, MI, MO, MS, MT, NC, NE, NV, NH, NJ, NM, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VA, VT, WA, WI, WV, WY and all other states required by law;
- b) Asurion Florida Warranty Services, Inc. shall be the Obligor in Florida;
- c) Alltel shall be the Obligor in any state required by law.

14. INSURANCE COVERAGE.

This Contract is not a contract of insurance. The obligations of Asurion Florida Warranty Services, Inc., and Asurion Warranty Services, Inc. under this Contract are insured pursuant to an insurance policy issued by Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, Massachusetts 02116, in the following jurisdictions only: AL, AR, CT, FL, GA, HI, IL, KY, MN, MO, MT, NC, NH, NV, NM, NY, OK, OR, SC, TX, VT, VA, WA, WI and WY. If the Obligor fails to pay or provide service on a claim within 60 days after proof of loss has been filed, You are entitled to make a claim directly against Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, Massachusetts 02116, 1-615-837-3000 under the Liberty Mutual Policy if You purchased this Contract in one of the following jurisdictions only: AL, AR, GA, IL, KY, MN, MO, MT, NV, NH, NY, OK, OR, SC, TX, WA, and WI.

15. STATE VARIATIONS

ARIZONA CUSTOMERS:

We will not cancel or void this Contract due to preexisting conditions, prior use or unlawful acts relating to the Covered Equipment or misrepresentation by Us or Our subcontractors. Neither We, Our assignees, nor Our subcontractors will cancel or void coverage under this Contract due to Our failure to provide correct information or Our failure to perform the services provided in a timely, competent, and workmanlike manner. If this Contract is terminated prior to its expiration, no deductions for claims fulfilled will be made to Your refund.

ARKANSAS CUSTOMERS:

If We cancel this Contract, We will mail You, at Your last address listed in Our records, written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Contract fee a material misrepresentation by You to Us or Alltel, or a substantial breach of duties by You relating to the Alltel service or its use.

CALIFORNIA CUSTOMERS:

Consumer Cancellation Within First 30 Days

If you terminate this Contract within 30 days of the date purchased, you will receive a full refund of the Contract purchase price. If

coverage was provided prior to cancellation, you will receive a refund less the value of any replacement or repair services received.

Consumer Cancellation After 30 Days

If this Contract is terminated after 30 days of the date purchased, we will refund the purchase price allocable to the remainder of the term of this Contract, prorated on a monthly basis, less the value of any replacement product or services received. The arbitration provision contained herein does not prohibit a California resident from following the process to resolve complaints as outlined in the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process, you may contact BEAR at 1-800-952-5210, or you may write to Department of Consumer Affairs, 3485 Orange Grove Avenue, Suite A, North Highlands, California 95660, or you may visit their website at www.Bear.ca.gov.

CONNECTICUT CUSTOMERS:

In lieu of the Dispute Resolution provision above, You may, if You purchased this Contract in Connecticut, pursue arbitration to settle disputes between You and the provider of this Contract. You may mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the Covered Product and cost of repair, and include a copy of this Contract.

FLORIDA CUSTOMERS:

With respect to Florida residents, the title of this Contract is ENHANCED WARRANTY PROGRAM Coverage for Mechanical Breakdown. The Arbitration provision of this Contract is amended to provide that the Arbitrator's decision and award shall be non-binding on You and on Us. No suit shall be commenced in a federal, state, or local court until such time as both You and We first address our disagreement in an arbitration proceeding pursuant to the Arbitration provision in this Contract. In the event that We terminate this Contract, We will refund 100% of the purchase price allocable to the remainder of the term of this Contract, prorated on a monthly basis.

GEORGIA CUSTOMERS:

You and We understand and agree that any claim must first be submitted to non-binding arbitration pursuant to procedures set forth in Section 12 of this Contract. Any suit brought will be subject to a stay of the proceeding pending arbitration. Should the attempt to resolve the claim through arbitration prove unsuccessful, then You or We will have the right to submit a claim to a court in the county in which You reside. We may only terminate this Contract before the end of the monthly contract term on the grounds of nonpayment, material misrepresentation or in the event of fraud. The termination shall be in writing and shall conform to the requirements of Georgia Code § 33-24-44. Subsection 6.b. of the Limitations of Coverage section of this Contract is replaced by the following: Any defects known to You that existed prior to the purchase of this Contract.

KENTUCKY CUSTOMERS:

If the Obligor fails to pay or provide service on a claim within 60 days after proof of loss has been filed, You are entitled to make a claim directly against Liberty Mutual Insurance Company, 175 Berkley Street, Boston, Massachusetts, 02116 617-357-9500

under the Liberty Mutual Policy.

MONTANA CUSTOMERS:

If We cancel this Contract, We will mail You, at Your last address listed in Our records, written notice at least five (5) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Contract fee, a material misrepresentation by You to Us or Alltel, or a substantial breach of duties by You relating to the Alltel service or its use.

NEVADA CUSTOMERS:

If this Contract has been in force for a period of seventy (70) days, We may not cancel before the expiration of the monthly Contract term, unless: 1) You fail to pay any amount due; 2) You are convicted of a crime which results in an increase in the service required under the Contract; 3) You engage in fraud or material misrepresentation in obtaining this Contract; 4) You commit any act, omission, or violation of any terms of this Contract after the Issue Date of this Contract which substantially and materially increases the service required under this Contract; or 5) any material change in the nature or extent of the required service occurs after the Issue Date of this Contract and causes the required service to be substantially and materially increased beyond that contemplated at the time You purchased this Contract. Your right to void this Contract during the first 30 days following receipt is not transferable and applies only to the original Contract purchaser. If this Contract is terminated prior to its expiration, no deductions for claims fulfilled will be made to Your refund.

NEW HAMPSHIRE CUSTOMERS:

Contact Us at 1-866-397-6496 with questions, concerns, or complaints about the program. In the event You do not receive satisfaction under this Contract, You may contact the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301, telephone number: 603-271-2261.

NEW MEXICO CUSTOMERS:

This Contract may not be terminated before the end of the monthly Contract term without providing You with written notice at least 15 days prior to the effective date of termination. No Contract that has been in effect for at least 70 days may be terminated by the Obligor before the expiration of the agreed term or 1 year after the Issue Date of the Contract, whichever occurs first, except on the following grounds:

- (a) failure by the holder to pay an amount due;
- (b) conviction of the holder of a crime which results in an increase in the service required;
- (c) discovery of fraud or material misrepresentation by the holder in obtaining the Contract, or in presenting a claim for service thereunder;
- (d) discovery of:
 - (1) an act or omission by the holder; or
 - (2) a violation by the holder of any condition of the Contract, which occurred after the Issue Date of the Contract and which substantially and materially increases the service required under the Contract; or

(e) a material change in the nature or extent of the required service which occurs after the Issue Date of the Contract and which causes the required service to be substantially and materially increased beyond that contemplated at the time that the Contract was issued or sold. If this Contract is terminated by the Obligor You will not be charged a termination fee. If this Contract is terminated prior to its expiration, no deductions for prior repair or replacement services will be made to Your refund. If You terminate this Contract, You will be charged a termination fee equaling 10% of the purchase price of this Contract or \$25.00, whichever is less.

NORTH CAROLINA CUSTOMERS:

You understand that the purchase of this Contract is not required to purchase or to obtain financing for the property covered. We may non-renew, but may not cancel this Contract prior to the expiration of the monthly term except for non-payment by You or for violation of any of the terms and conditions of this Contract.

OKLAHOMA CUSTOMERS:

You may terminate this Contract at any time for any reason by contacting Us in writing at: Cancellation Department, P.O. Box 110656, Nashville, TN 37222. We may terminate this Contract immediately for any reason by notifying You in writing. In this event this Contract is terminated by You, return of the purchase price will be based upon 90% of the unearned pro rata monthly charge. In the event the Contract is canceled by the Obligor, return of the purchase price will be based upon 100% of unearned pro rata monthly charge. This Contract is not issued by the manufacturer or wholesale company marketing the product. This Contract will not be honored by such manufacture on wholesale company. Any termination, cancellation, suspension, interruption, or discontinuation of Your wireless communications service with Alltel for any reason constitutes cancellation of the Program by You, subject to the terms and conditions of this Contract.

SOUTH CAROLINA CUSTOMERS:

Any questions concerning the regulation of Us under this Contract or any unresolved complaints (within 60 days of proof of loss) may be directed to the South Carolina Department of Insurance - P.O. Box 100105 Columbia, South Carolina 29202-3105 or (800) 768-3467.

TEXAS CUSTOMERS:

Any questions concerning the regulation of Us under this Contract or any unresolved complaints may be directed to the Texas Department of Licensing and Regulations- P.O. Box 12157 Austin, Texas 78711 or (512) 463-6599.

WASHINGTON CUSTOMERS:

If the Obligor fails to pay or provide service on a claim after proof of loss has been filed, You are entitled to make a claim directly against Liberty Mutual Insurance Company, 175 Berkley Street, Boston, Massachusetts, 02116 617-357-9500 under the Liberty Mutual Policy and are not required to wait 60 days.

WEST VIRGINIA CUSTOMERS:

This Contract is not an insurance policy and is not regulated by the Department of Insurance for the State of West Virginia.

WISCONSIN CUSTOMERS:

THIS AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. In order to obtain the replacement coverage specified in Section 1, You must

call 1-888-723-3360 within 1 year of the date Your product first fails to operate. There is no administrator for this Contract in Wisconsin. If this Contract is terminated prior to its expiration, no deductions will be made to Your refund. Section 12 of this Contract regarding arbitration is deleted. You may, however, at Your option, request us to arbitrate Your claim pursuant to the procedures set forth in Section.

12. WYOMING CUSTOMERS:

If we cancel this Contract, we will mail you, at your last address listed in our records, written notice at least ten (10) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by you to Asurion or Alltel, or a substantial breach of duties by you relating to the Alltel service or its use. The Arbitration provision in this Contract is replaced with the following: All disagreements and disputes between You and Asurion or Alltel, of every kind, if not resolved by negotiations, shall be resolved by individual arbitration pursuant to the Wyoming Uniform Arbitration Act.

Form 1800
Rev. 12/06

Asurion Warranty Services, Inc. Obligor, P.O. Box 110656, Nashville, TN 37222.

Asurion Florida Warranty Services, Inc. Obligor, P.O. Box 110656, Nashville, TN 37222.

Things you need for a replacement request:

- Don't forget to temporarily suspend your service with Alltel at 1-800-alltel-1.
- Your wireless number, billing name and address. (You must be authorized on account.)
- Type of equipment and the loss date.
- A method of payment for the non-refundable deductible or processing fee.
- Your damaged equipment to return as instructed.

Next, call Asurion at 1-888-723-3360 to file your replacement request within 30 days of incident.