

OLD REPUBLIC INSURANCE COMPANY

NEW YORK

GROUP WIRELESS COMMUNICATIONS EQUIPMENT INSURANCE POLICY FORM

SUMMARY OF WIRELESS COMMUNICATIONS EQUIPMENT INSURANCE

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 Old Republic 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 Metro PCS, 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 Metro PCS 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 means the mobile wireless communications equipment.

a. Covered Property is 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 phone becomes the covered property so long as: 1) such wireless phone is owned by you and you provide us proof of ownership; and 2) airtime usage was logged on such phone on your account with the Wireless Service Provider immediately prior to the time of loss.

b. The following Accessories, used with the Wireless Equipment above: Standard Battery (attached to Wireless Equipment at time of Loss if lost or stolen), Standard Cigarette Lighter Adapter, Standard Charger, Standard Leather Case and SIM card. Accessories will only be covered when they are part of a loss to Covered Property as seen in declarations and for which you may be required to provide a proof of purchase.

2. 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. 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 Asurion or its designee;
- g. Metro PCS fees for connection service, calls or connections 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 mechanical or electrical breakdown or 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, or 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 Asurion more than 60 days after the discovery of the loss or damage. If reporting a claim to Asurion cannot occur within 60 days of discovery for reasons beyond the insured's control, such notice of claim to Asurion should occur as soon as practicable.

e. Two Claims

Each Enrolled Group Member is limited to 2 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.

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. Programming, Repair Work**

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

- 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**

Voluntarily 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, in any one occurrence, to repair or replace Covered Property due to a covered claim is seven hundred fifty dollars (\$999.99). These Limits of Insurance apply separately to each covered claim.

D. DEDUCTIBLE

The deductible is either \$19, \$39, \$69, \$99 or \$129 depending on whether the Covered Property is found in Schedule A, Schedule B, Schedule C, Schedule D or Schedule E, attached hereto 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.

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 Metro PCS 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. Return of Damaged and Malfunctioning Covered Property

The Additional Insured is required to return the damaged including mechanical and electrical breakdown 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 30 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 \$300.00 may be charged to the Additional Insured.

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 5 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, remanufactured, and may contain non-original manufacturer parts; or
- b. Is a different brand, model or color.

G. ADDITIONAL CONDITIONS

1. Duties of "Sponsoring Wireless Service Provider"

Enrolled Group Members have agreed that Metro PCS will act on behalf of the Group shown on the Declarations, including each Enrolled Group Member, with respect to the coverage provided, the rate charged for the coverage and cancellation/nonrenewal of the 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 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) 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 arbitrations 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 that 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 MEMEBR AND WE AGREE THAT THIS ARBITRATION WILL BE ON AN INDIVIDUAL BASIS AND WE UNDERSTAND 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 METRO PCS

4. Cancellation

a. How This Entire Policy is Cancelled

(1) The "Sponsoring Wireless Provider" may cancel this entire policy by mailing or delivering to us advance written notice of cancellation, subject to paragraph (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 cancellations, 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 to each Enrolled Group Member at least 60 days before the effective date of cancellation.

(4) The "Sponsoring Wireless Service Provider" agrees to pay or act as delivery agent for the 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) Fraud or material misrepresentation in obtaining this insurance or in presenting a claim under this insurance.

(2) 60 days before the effective date of cancellation for any other reason.

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 his or her last mailing address on file with the Sponsoring Wireless Service Provider; and

(2) The Agent.

Sponsoring Wireless Service Provider agrees to pay the Agent to provide notice or will act as delivery agent for the notice of cancellation to all Enrolled Group Members

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.

5. How Enrolled Group Members Cancel

An Individual Enrolled Group Member may cancel his or her coverage by notifying the Agent or the "Sponsoring Wireless Service Provider" , who will advise the Agent.

6. Changes

This policy contains all the agreements between us concerning this insurance. This 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 the this policy.

We will periodically review the coverage terms, premium, deductible, limit of insurance and salvage non-return fee and if necessary make changes in accordance with New York Insurance Law on the anniversary date shown in the Declarations. We will provide Enrolled Group Members advance written notice of changes as required by New York Insurance Law.

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 the 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 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 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

The 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 the 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 provision may differ by state based upon applicable 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 that 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.