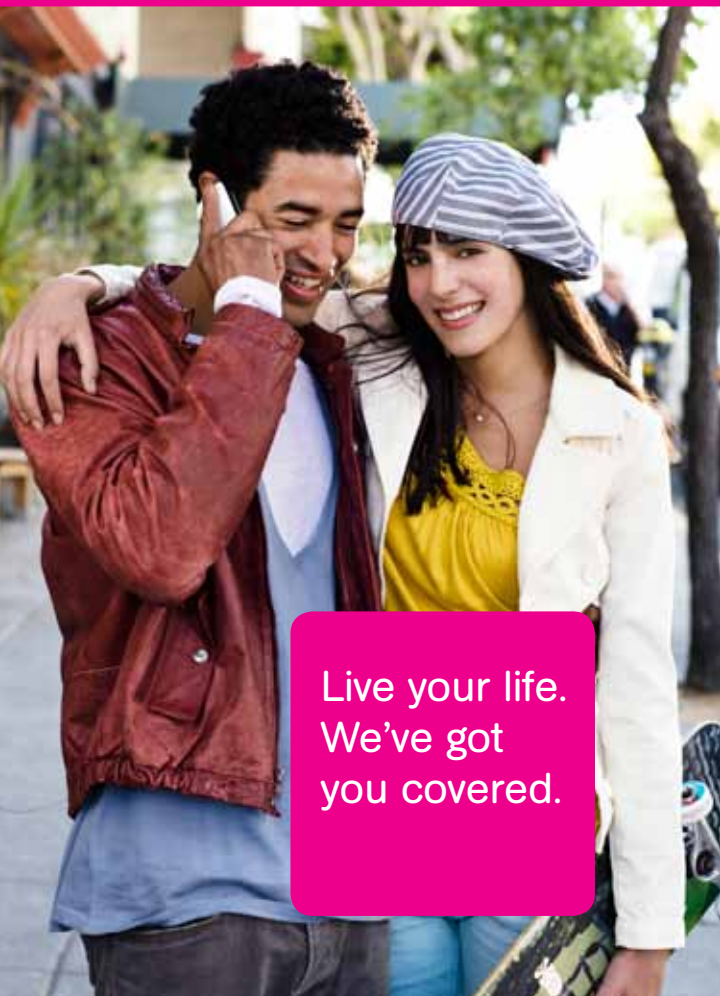


Premium Handset Protection[®]

Insurance
Warranty



Mobile Security



Live your life.
We've got
you covered.

asurion

T-Mobile

Premium Handset Protection

Choose the coverage that fits your lifestyle.

This brochure details the following Premium Handset Protection options available to you:

- Bundle (Insurance, Warranty, and Mobile Security) 1
- Insurance 5
- Warranty 17
- Mobile Security 27

| Premium Handset Protection | | | |
|---------------------------------|------------------------------------------------------|----------------------------|----------|
| | Bundle (Insurance, Warranty, and Mobile Security) | Insurance | Warranty |
| Monthly Charge | \$7.99 | \$4.79 | \$3.99 |
| Insurance | | | |
| Loss | ✓ | ✓ | |
| Theft | ✓ | ✓ | |
| Damage | ✓ | ✓ | |
| Insurance Deductible* | See device chart on page 8 | See device chart on page 8 | |
| Per Claim Limit** (Insurance) | | | |
| Mobile Security | | | |
| Locate Phone | ✓ | ✓ | |
| Sound Alarm | ✓ | ✓ | |
| Lock Phone | ✓ | ✓ | |
| Wipe Data | ✓ | ✓ | |
| Warranty | | | |
| Malfunction | ✓ | | ✓ |
| Service Warranty Processing Fee | \$5.00 | | \$5.00 |

*Deductible is non-refundable and based on device in use at time of incident.

**Two claims in a 12 month period. Based on device in use at time of incident.

Premium Handset Protection

Bundle program details

The Premium Handset Protection Bundle provides insurance and warranty coverages, as well as Mobile Security. The chart below is a brief summary of the Premium Handset Protection Bundle program.

| Premium Handset Protection Bundle (Insurance, Warranty and Mobile Security) | |
|---------------------------------------------------------------------------------------|---------------------------------------------------------------|
| Monthly Charge | \$7.99 |
| Loss | ✓ |
| Theft | ✓ |
| Damage | ✓ |
| Malfunction | ✓ |
| Mobile Security | Included at no extra charge |
| Insurance Deductible (based on device in use at time of incident) | See device chart on page 8 (Deductible is non-refundable) |
| Service Warranty Processing Fee | \$5.00 |
| Per Claim Limit (Insurance) (based on device in use at time of incident) | See device chart on page 8 (2 claims in a 12 month period) |

See Insurance, Warranty, and Mobile Security sections for further details.

Covered equipment

You're covered for one wireless device, utilizing the SIM card associated with your T-Mobile® account at the moment of loss, theft, damage or malfunction.

Should your wireless device become lost, stolen or damaged, you're also covered for the following accessories: one standard battery, one standard charger and one SIM card.

Replacement equipment

Receiving a replacement wireless device? Your replacement wireless device may be new or remanufactured.

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

Cancellation policy

Change your mind? You can cancel your coverage at any time and receive a pro-rated refund of your unused premium.

Why protect your wireless device?

Premium Handset Protection provides you with:

Peace of mind

With the Premium Handset Protection Bundle, you can live your life knowing you're covered for loss, theft, damage or malfunction.

- Device dropped in water? Covered.
- Keypad stopped working? Covered.

Convenience

- File your claim quickly and easily.
- File claims online or on the phone.
- Get at least six months of warranty support on insurance replacements.
- Get reconnected quickly with next business day delivery, where available, for online and phone claims approved by 8:00 PM EST.

Low cost

- Know exactly what you are going to pay for the replacement wireless device.
- Avoid paying full retail replacement cost for a wireless device.

Mobile Security

Mobile Security makes it even easier to stay connected and secure your privacy. With Mobile Security you can...

- Sound an **ALARM** on a misplaced phone, even if the ringer is off.
- **LOCATE** a lost phone on a map and even get turn-by-turn directions to its location using the phone's GPS.
- **LOCK** a lost or misplaced phone to ensure your privacy.
- Remotely **WIPE** data from a lost or misplaced phone.

Note: Premium Handset Protection can only be added at acquisition, upgrade, or exchange.

Filing a claim

Getting reconnected is quick and easy. Follow the steps below to file a claim and get your replacement wireless device.

Before you file

Only the account holder or an authorized user on the account can file a claim. Claims must be reported within 30 days of the incident. If your wireless device is lost or stolen, call T-Mobile to suspend service and prevent unauthorized calls.

To have your claim processed as quickly as possible, please have the following ready:

- Your mobile telephone number.
- The make and model of the wireless device.
- Your credit card or account number for paying the deductible.

Other required information

- Asurion may request proof of ownership and/or government issued ID.
- Asurion will request a police report number if you are filing a claim for a stolen wireless device.

How to file an insurance claim

- Visit www.phoneclaim.com/t-mobile for easy and convenient claim filing.
- Filing online typically takes less than 10 minutes.
- Or, call Asurion 24 hours per day, 365 days a year at 1-866-268-7221.

How to file a warranty claim

If your wireless device malfunctions, due to a defect in materials or workmanship you can contact T-Mobile at 1-800-937-8997 to allow T-Mobile to troubleshoot your wireless device and replace it if needed.

Premium Handset Protection Insurance

Program details

Terms and conditions



Live your life.
We've got
you covered.

asurion

T-Mobile

Premium Handset Protection

Insurance program details

The Premium Handset Protection Insurance provides coverage in the event that your wireless device is lost, stolen or damaged. The chart below is a brief summary of this program's features.

| Premium Handset Protection Insurance (Insurance Only) | |
|-----------------------------------------------------------------------------|---------------------------------------------------------------|
| Monthly Charge | \$4.79 |
| Loss | ✓ |
| Theft | ✓ |
| Damage | ✓ |
| Mobile Security | Included at no extra charge |
| Insurance Deductible (based on device in use at time of incident) | See device chart on page 8 (Deductible is non-refundable) |
| Per Claim Limit (Insurance) (based on device in use at time of incident) | See device chart on page 8 (2 claims in a 12 month period) |

How do I pay for Premium Handset Protection Insurance and when does my coverage start?

A low monthly fee will be added to your wireless bill. This fee includes the cost of the insurance premium payable to the underwriter, Liberty Mutual Insurance Company, and administration fees payable to Asurion Insurance Services, Inc.

Requests for enrollment in the Premium Handset Protection Insurance program are sent to a licensed insurance agent representing the program underwriter. Enrollment must occur no later than 14 days after the purchase of the wireless device. As the program underwriter, Liberty Mutual Insurance Company or its agent accepts applications at its sole discretion. If accepted, the coverage is retroactive to the time the enrollment is submitted.

Monthly billing will begin immediately following verification that your service and account status are active. After enrollment, a phone call must be completed to or from the insured equipment to complete your application and for coverage to take effect.* You can cancel coverage at any time by contacting Asurion at 1-888-805-3366.

*Note: Phone call not applicable to data sticks.

Am I required to purchase Premium Handset Protection?

T-Mobile USA has arranged for its customers to have access to this program. You are not required to purchase it in order to activate service with T-Mobile. But, without protection, you may be responsible for the full replacement cost of your wireless device.

You may already have coverage through homeowner'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 deductible you would have to pay with another insurer may be higher. Any questions regarding the coverage provided should be directed to Asurion at 1-866-268-7221.

Account status

Full payment of your T-Mobile bill each month is required. Should you fail to pay in full, the Premium Handset Protection Insurance feature may be dropped from your account. You would be eligible to add the feature to your account only upon purchasing a new device or receiving a warranty exchange.

The Premium Handset Protection Insurance program is underwritten by Liberty Mutual Insurance Company. 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. In Florida, such conduct is a felony of the third degree.

This brochure applicable to New York state residents only.

Plan A

Deductible: \$25/Per Claim Limit: \$150

(All Plan A wireless devices are within this limit)

| | | |
|---------------|--------------|--------------------------------|
| LG GS170 | Nokia 5130 | Samsung t339 |
| MOTORAZR V3 | Samsung :) | Samsung t349 |
| Motorola W490 | Samsung t109 | Samsung t439 |
| Nokia 1661 | Samsung t119 | Sony Ericsson TM506 |
| Nokia 1680 | Samsung t139 | T-Mobile 4G Hotspot |
| Nokia 2330 | Samsung t229 | T-Mobile webConnect Jet |
| Nokia 2610 | Samsung t239 | T-Mobile webConnect Jet 2.0 |
| Nokia 2720 | Samsung t249 | T-Mobile webConnect Rocket |
| Nokia 2760 | Samsung t259 | T-Mobile webConnect Rocket 2.0 |

Plan B

Deductible: \$40/Per Claim Limit: \$250

(All Plan B wireless devices are within this limit)

| | | |
|-------------------|-------------------|-----------------------|
| LG dLite | Nokia 5310 | Samsung t819 |
| LG GS505 Sentio | Samsung Comeback | Sony Ericsson Equinox |
| LG Optimus T | Samsung Gravity 2 | T-Mobile Comet |
| Motorola Motozine | Samsung Gravity 3 | T-Mobile Tap |
| Nokia 3711 | Samsung Gravity T | |
| Nokia 5230 Nuron | Samsung Highlight | |

Plan C

Deductible: \$90/Per Claim Limit: \$350

(All Plan C wireless devices are within this limit)

| | | |
|-----------------------|------------------|----------------------|
| BlackBerry 8320 | BlackBerry Pearl | Nokia E73 Mode |
| BlackBerry 8520 Curve | Motorola CLIQ XT | T-Mobile Shadow |
| BlackBerry 9300 Curve | Motorola DEFY | T-Mobile Sidekick LX |

Plan D

Deductible: \$130/Per Claim Limit: \$1,000

(All Plan D wireless devices are within this limit)

| | | |
|-----------------------|---------------------|---------------------|
| BlackBerry Bold | HTC Touch Pro2 | T-Mobile G1 |
| BlackBerry 8900 Curve | Motorola CLIQ | T-Mobile G2 |
| Garminfone | Motorola CLIQ 2 | T-Mobile myTouch |
| HTC Dash 3G | Samsung Behold II | T-Mobile myTouch 4G |
| HTC HD2 | Samsung Galaxy S 4G | |
| HTC HD7 | Samsung Vibrant | |

The iPhone is not eligible for the Premium Handset Protection program.

If you do not see your device listed above, please call 1-866-268-7221 or go to <http://www.phoneclaim.com/t-mobile> to check the insurance tier for your device. Not all devices sold by T-Mobile are eligible for Premium Handset Protection coverage.

NEW YORK GROUP WIRELESS COMMUNICATIONS EQUIPMENT COVERAGE

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

The words “we,” “us” and “our” refer to Liberty Mutual Insurance Company who is providing this insurance.

The word “Agent” refers to Asurion.

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

The term “Sponsoring Wireless Service Provider” means T-Mobile USA 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 T-Mobile USA who:

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

A. COVERAGE

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

1. Covered Property

Covered Property means the mobile wireless communications equipment:

- a. Covered Property is the wireless devices 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 devices are 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 different wireless devices immediately prior to the time of loss, in which case such wireless devices become the covered property so long as:
 - 1) such wireless devices are owned by you and you provide us proof of ownership; and
 - 2) airtime usage was logged on such devices 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 Charger 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 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. T-Mobile USA’s fees for connection service, calls or connection or any other services, whether legitimate or fraudulent.

3. Coverage Period

The Coverage Period is the policy period shown in the Declarations. We cover loss or damage commencing during the policy period shown in the Declarations. For each Enrolled Group Member, coverage begins on the

date the initial enrollment application is submitted to us or at the inception date shown in the Declarations, whichever is later.

4. Policy Renewals

- a. Each Enrolled Group Member shall be subject to the New York Insurance Law renewal laws.
- b. If this program is cancelled, or if this program is not renewed prior to the fulfillment of the required policy period as required by New York Insurance Law, we will notify the Enrolled Group Members in accordance with G.4., and allow each of them to continue coverage by prepaying the remaining monthly premiums for the balance of any required policy and renewal period due them.

5. Coverage Territory

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

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.

7. Coverage Limitations

a. Claim Authorization and Loss Payment

We have the right to settle the loss with the Enrolled Group Member or his or her designee. No claims will be accepted unless authorized by Asurion.

All repairs and replacements must be done by Asurion unless Asurion gives the Enrolled Group Member other specific directions. In no event will Enrolled Group Members be reimbursed for any out-of-pocket expenses.

b. Cosmetic Damage

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

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

c. Late Claims

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

d. Two Claims

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

B. EXCLUSIONS

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

a. Governmental Authority

Seizure or destruction of property by order of governmental authority.

b. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused. If physical loss or damage by fire ensues, we will pay only for such ensuing loss or damage.

c. War

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

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

a. Delay, Loss of Use

Delay, loss of use, loss of service, loss of market, or any other

consequential loss or damage, including, but not limited to, loss of time, loss of profits, inconvenience or delay in repairing or replacing lost or damaged Covered Property.

b. Dishonest, Intentional, or Criminal Acts

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

c. Obsolescence

Obsolescence or depreciation.

d. Wear, Deterioration, Latent Defect

(1) Wear and tear, deterioration; or

(2) Hidden or latent defect, including equipment design defect, or any quality in the property that causes it to damage or destroy itself.

e. 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

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

C. LIMITS OF INSURANCE

The most we will spend, for any one loss, to repair or replace Covered Property due to a covered claim is either one hundred fifty dollars (\$150.00) if your device is found in Schedule A, two hundred fifty dollars (\$250.00) if your device is found in Schedule B, three hundred fifty dollars (\$350.00) if your device is found in Schedule C, or one thousand dollars (\$1000.00) if your device is found in Schedule D attached hereto. These Limits of Insurance apply separately to each covered claim.

D. DEDUCTIBLE

The deductible is either \$25, \$40, \$90, or \$130 depending on whether the deductible is found in Schedule A, B, C, or D, attached hereto, 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. 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 the Authorized Service Center 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 T-Mobile U.S.A as soon as reasonably possible so it may suspend wireless communications service.

4. Protect

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

5. Permit Inspection

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

6. Statement Under Oath

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

7. Proof of Loss and Ownership

If required, provide:

- a. Ownership records, such as a bill of sale; and
- b. A signed, sworn proof of loss or damage containing the information we request to settle the claim.

The proof of loss and ownership records must be provided within 30 days after we provide the necessary proof of loss forms.

8. Salvage and Recovery

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

9. Take Delivery

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

F. OUR DUTIES IN EVENT OF LOSS

1. When We Repair or Replace

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

2. Our Options

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

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

G. ADDITIONAL CONDITIONS

1. Duty of "Sponsoring Wireless Service Provider"

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

2. Benefit Only Available To Enrolled Group Members

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

3. Arbitration

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

- a. Instead of first suing in court, disputes or controversies of any nature whatsoever (whether in contract, tort, or 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 arbitration basis even if applicable law permits class arbitrations.
 - c. All arbitration shall be administered by the American Arbitration Association (“AAA”) in accordance with its Wireless Industry Rules and Procedures in effect at the time the demand for arbitration is filed. The Rules and Procedures, as well as forms and information on arbitration in general may be obtained by calling 1-800-778-7879, or by visiting AAA’s Web site at www.adr.org.
 - d. Any arbitration which an Enrolled Group Member attends will take place at a location within the federal judicial district that includes the Enrolled Group Member’s billing address at the time the demand for arbitration is filed.
 - e. Upon written request, we will advance to the Enrolled Group Member either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide which party to the arbitration will ultimately be responsible for these fees and, as to an Enrolled Group Member (not the Wireless Service Provider), may waive the insured’s fees upon a finding of economic hardship; in no event will the fees for an Enrolled Group Member (not the Wireless Service Provider) be greater than 25% of the value of the Covered Property in dispute, or \$150.00, whichever is less.
 - f. The arbitrator shall apply relevant, substantive law and applicable statutes of limitation and shall provide written reasoned findings of fact and conclusions of law. This arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1, et. seq.
 - g. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the arbitration provision.

EACH ENROLLED GROUP MEMBER AND WE AGREE THAT THIS ARBITRATION WILL BE ON AN INDIVIDUAL BASIS AND WE 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 T-MOBILE USA.

4. Cancellation

a. How this Entire Policy is Cancelled

- (1) The “Sponsoring Wireless Service Provider” may cancel this entire policy by mailing or delivering to us advance written notice of cancellation, subject to paragraph (3), (4) and (5) below that assure compliance with New York Insurance Law.

- (2) We may cancel this policy by mailing or delivering written notice of cancellation, subject to paragraphs (3), (4) and (5) 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 30 days before the effective date of cancellation.
- (4) Such notice of cancellation will state that each Enrolled Group Member will be allowed to continue coverage under this policy, in accordance with A.4 above. If an Enrolled Group Member chooses to not accept the terms of A.4.b above, his or her coverage will end upon expiration of the 30 day cancellation notice.
- (5) T-Mobile USA 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 - Coverage in Effect for 60 days or Less

When an Enrolled Group Member's coverage has been in effect for 60 days or less and is not a renewal by us, we may cancel his or her 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) 30 days before the effective date of cancellation for any other reason allowed by New York Insurance Law.

c. How We Cancel Individual Enrolled Group Members - Coverage in Effect for more than 60 days

When an Enrolled Group Member's coverage has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel his or her 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) 30 days before the effective date of cancellation for one or more of the following reasons:
 - (a) Conviction of a crime arising out of acts increasing the hazard insured against;
 - (b) Discovery of willful or reckless acts or omissions increasing the hazard insured against;
 - (c) Physical changes in the property insured occurring after issuance or last annual anniversary date which result in the property becoming uninsurable in accordance with our objective, uniformly applied underwriting standards in effect at the time the coverage was issued or last voluntarily renewed;
 - (d) A determination by the New York Superintendent of Insurance that the continuation of the coverage would violate or would place us in violation of New York law;
 - (e) A determination by the New York Superintendent of Insurance that a continuation of the present premium volume would jeopardize our solvency or be hazardous to the interests of insureds, creditors or the public; or
 - (f) 30 days before the effective date of cancellation for any other reason allowed by New York Insurance Law.

d. How Notice of Cancellation Is Provided

If there is a cancellation in accordance with section G.4.a., b. or c., 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 T-Mobile USA; and
- (2) The Agent.

T-Mobile USA agrees to pay Asurion to provide notice or will act as delivery agent for notice of cancellation to all Enrolled Group Members.

e. Effective Date of Cancellation

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

f. Return Premiums, If Any

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

g. 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 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 this policy is issued are amended to conform to those applicable state statutes.

9. Legal Action Against Us

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

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

10. Liberalization

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

11. Premiums

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

12. Renewal or Conditional Renewal

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

13. Separation of Insureds

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

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

No rights and duties under this policy may be transferred.

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

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

**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.

CA License # OB35141

For California consumers the California Department of Insurance consumer hotline is 1-800-927-4357.

Rates and deductibles are subject to change upon reasonable notice to insured, in accordance with state law.

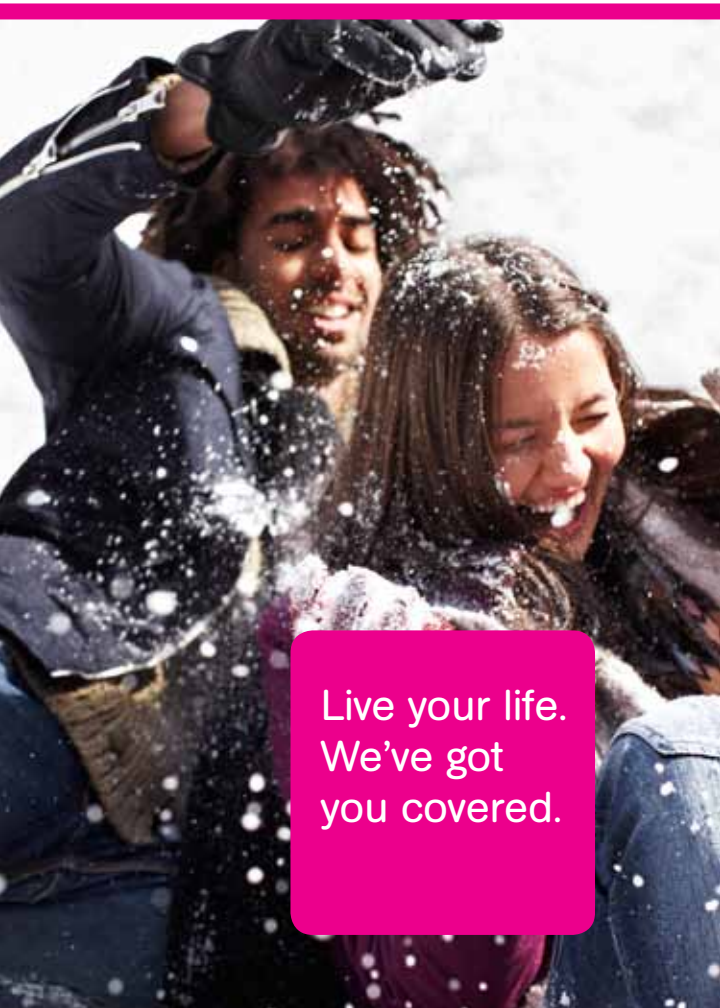
This is a replacement policy; there is no cash paid or reimbursement to insureds.

The previous is a summary of your terms and conditions. For a complete copy you can call 1.866.862.3397 or write: P.O. Box 110656, Nashville, TN. 37211. Attn: Legal Department.

Premium Handset Protection Warranty

Program details

Service contract



Live your life.
We've got
you covered.

asurion

T-Mobile

Premium Handset Protection

Warranty program details

Premium Handset Protection Warranty provides you with benefits both during and after the manufacturer's warranty period.

The manufacturer's warranty generally provides coverage for malfunctions or failures due to defects in materials or workmanship for the first 6-12 months of ownership. After that, your equipment is not protected if it fails or malfunctions. With Premium Handset Protection Warranty, you will be protected by service warranty coverage if your equipment fails or malfunctions after the manufacturer's warranty expires. Premium Handset Protection Warranty also provides additional benefits both during and after the manufacturer's warranty: (1) next business day shipping at no charge, where available; and (2) a discounted service warranty processing fee.

Premium Handset Protection Warranty (Warranty Service Only)

| | |
|---------------------------------|--------|
| Monthly Charge | \$3.99 |
| Malfunction | ✓ |
| Service Warranty Processing Fee | \$5.00 |

How do I pay for Premium Handset Protection Warranty and when does my coverage start?

A low monthly fee will be added to your wireless bill. Enrollment in the Premium Handset Protection Warranty program must occur no later than 14 days after the purchase of the wireless device. As the program provider, Asurion accepts applications at its sole discretion. If accepted, the coverage is retroactive to the time the enrollment is submitted.

Monthly billing will begin immediately following verification that your service and account status are active. After enrollment, a phone call must be completed to or from the insured equipment to complete your application and for coverage to take effect.* You can cancel coverage at any time by contacting Asurion at 1-888-805-3366.

*Note: Phone call not applicable to data sticks.

Non T-Mobile devices are not eligible for coverage in the Premium Handset Protection Warranty program. The iPhone is not eligible for the Premium Handset Protection program. To determine if your device is eligible for the Premium Handset Protection Warranty program, please go to <http://www.phoneclaim.com/t-mobile> or call 1-866-268-7221.

PREMIUM HANDSET PROTECTION WARRANTY

Coverage For Manufacturer's Defect and Mechanical Breakdown

In this Premium Handset Protection Warranty service 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) T-Mobile USA 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 T-Mobile USA 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 15 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. If the replacement product is shipped to You, it will be shipped to You for next day delivery, where available. 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 1-800-937-8997 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.

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 owned by You and actively registered on the wireless communication service provider's network and for which outgoing airtime has been logged. The Electronic Serial Number (ESN), Mobile Equipment ID (MEID) or International Mobile Equipment Identity (IMEI) of the wireless communications device associated with Your account in the records of the wireless communications service provider at the time Your coverage initially becomes effective and for which outgoing airtime has been logged indicates the wireless communications device to be considered covered property unless You have logged outgoing airtime on a different wireless communication device 1) for which airtime usage has been logged by Your wireless communications service provider immediately prior to the time of loss; and 2) for which You have provided Us proof of ownership.

2. ELIGIBILITY.

Only wireless communications devices that are purchased in T-Mobile USA retail packaging from T-Mobile USA or its authorized dealers are eligible for coverage under this Contract. For a list of eligible devices, please visit www.phoneclaim.com/t-mobile/. To find a T-Mobile retail or authorized dealer location, please visit www.t-mobile.com/StoreLocator/.

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 T-Mobile USA. You agree to pay the amount shown on Your monthly Bill for wireless service each month when invoiced by T-Mobile USA on the same terms and conditions as set forth under Your T-Mobile USA subscriber agreement.
- b) **Required Deductible/Processing Fee Per Replacement.** A \$5.00 non-refundable deductible/service warranty processing fee, will apply to each Covered Product replaced pursuant to this Contract. You agree to pay the deductible/processing fee to Us prior to the replacement of Covered Product.
- 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) **Excluded Failures.** In the event We replace your device and upon return of your claimed device determine that Your request for a replacement product was invalid under this Contract due to excluded damage, We will charge an invalid claim fee commensurate with the device upon which you made the invalid claim. The invalid claim fees are available at www.phoneclaim.com/t-mobile-invalid-claim-fee or by calling 1.866.268.7221.
- 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) We provide coverage on the Covered Property worldwide. Any claim occurring outside the United States will be processed in the United States.
- 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.
- l) Wireless communication devices that are not purchased from T-Mobile USA or its authorized dealers. For a list of eligible devices, please visit www.phoneclaim.com/t-mobile/. To find a T-Mobile retail or authorized dealer location, please visit www.t-mobile.com/StoreLocator/.
- m) Parts and service covered under any manufacturer's recall.

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 9. 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 at least thirty (30) days prior to the effective date of termination, which notice shall state the effective date and reason for termination. If this Contract is terminated by You 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 We terminate this Contract or You terminate this Contract 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, Massachusetts, 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 termination shall include a 10% penalty per month. Any termination, cancellation, suspension, interruption, or discontinuation of Your wireless communications service with T-Mobile USA or any T-Mobile USA feature (including Premium Handset Protection Insurance) that You purchase in combination with this Contract, for any reason constitutes cancellation of the Program by You, subject to the terms and conditions of this Contract.

10. LIMITATION OF LIABILITY.

NEITHER ASURION FLORIDA WARRANTY SERVICES, INC., ASURION WARRANTY SERVICES, INC. NOR T-MOBILE USA 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: 1-866-268-7221 (in Florida, the administrator of this Contract is Asurion Florida Warranty Services, Inc., P.O. Box 110656, Nashville, TN 37222, phone 1-866-268-7221.) 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 T-Mobile USA 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, MA, MD, MI, MN, MS, MO, MT, NC, NE, NV, NH, 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) T-Mobile USA shall be the Obligor in any state required by law.

14. INSURANCE COVERAGE.

This Contract is not a contract of insurance. This Contract is secured by an insurance policy provided by Liberty Mutual Insurance Company, in the following jurisdictions only: AL, AR, CA, CT, FL, GA, HI, IL, KY, MA, MN, MO, MT, NC, NH, NV, OK, OR, SC, TX, VT, VA, WA, WI, WY and all other states required by law. In NY, this Contract is secured by an insurance policy provided by Liberty Insurance Underwriters Inc. If You reside in one of these listed states and within sixty (60) days We have not paid a covered claim, provided You with a refund owed or You are otherwise dissatisfied, You may make a claim directly to the insurance company at 175 Berkley Street, Boston, Massachusetts, 02116, 1-617-357-9500.

15. STATE VARIATIONS – Terms and conditions vary for customers purchasing in some jurisdictions a set forth below:

ALABAMA CUSTOMERS:

If We terminate 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 termination. Such notice shall include the effective date of termination and the reason for termination. Prior notice is not required if the reason for

termination is nonpayment of the Contract fee, a material misrepresentation by You to Us or T-Mobile USA.

ARIZONA CUSTOMERS:

We will not terminate or void this Contract due to preexisting conditions, prior use or unlawful acts relating to the Covered Product or misrepresentation by Us or Our subcontractors. Neither We, Our assignees, nor Our subcontractors will terminate 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 terminate 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 termination. Such notice shall include the effective date of termination and the reason for termination. Prior notice is not required if the reason for termination is nonpayment of the Contract fee, a material misrepresentation by You to Us or T-Mobile USA, or a substantial breach of duties by You relating to the T-Mobile USA service or its use.

CALIFORNIA CUSTOMERS:

The Administrator provision of this Contract is deleted in its entirety. 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:

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. If this contract is terminated prior to its expiration, We will not deduct claims paid from any refund owed. 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.

HAWAII CUSTOMERS:

If We terminate 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 termination. Such notice shall include the effective date of termination and the reason for termination. Prior notice is not required if the reason for termination is nonpayment of the Contract fee, a material misrepresentation by You to Us or T-Mobile USA, or a substantial breach of duties by You relating to the T-Mobile USA service or its use.

MASSACHUSETTS CUSTOMERS:

If We terminate 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 termination. Such notice shall include the effective date of termination and the reason for termination. Prior notice is not required if the reason for termination is nonpayment of the Contract fee, a material misrepresentation by You to Us or T-Mobile USA, or a substantial breach of duties by You relating to the T-Mobile USA service or its use.

MINNESOTA CUSTOMERS:

If We terminate 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 termination. Such notice shall include the effective date of termination and the reason for termination. Five (5) days prior notice is required if the reason for termination is nonpayment of the Contract fee, a material misrepresentation by You to Us or T-Mobile USA, or a substantial breach of duties by You relating to the T-Mobile USA service or its use.

MONTANA CUSTOMERS:

If We terminate 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 termination. Such notice shall include the effective date of termination and the reason for termination. Prior notice is not required if the reason for termination is nonpayment of the Contract fee, a material misrepresentation by You to Us or T-Mobile USA, or a substantial breach of duties by You relating to the T-Mobile USA service or its use.

NEVADA CUSTOMERS:

If this Contract has been in force for a period of seventy (70) days, We may not terminate this Contract 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 1-866-268-7221 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: 1-603-271-2261.

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.

NEW YORK CUSTOMERS:

If We terminate 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 termination. Such notice shall include the effective date of termination and the reason for termination. Prior notice is not required if the reason for termination is nonpayment of the Contract fee, a material misrepresentation by You to Us or T-Mobile USA, or a substantial breach of duties by You relating to the T-Mobile USA service or its use.

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 terminate 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:

Coverage provided under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Section 9. Termination and Refunds of this Contract is deleted in its entirety and replaced with the following: You may terminate this Contract at any time for any reason by contacting Us in writing at: [INSERT ADDRESS]. We may terminate this Contract immediately for any reason by notifying You in writing at least thirty (30) days prior to the effective date of termination, which notice shall state the effective date and reason for termination. If this Contract is terminated by You 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 We terminate this Contract or You terminate this Contract 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. Any termination, cancellation, suspension, interruption, or discontinuation of Your wireless communications service with T-Mobile USA for any reason constitutes cancellation of the Program by You, subject to the terms and conditions of this Contract.

OREGON CUSTOMERS:

The Arbitration provision of this Contract is deleted in its entirety.

SOUTH CAROLINA CUSTOMERS:

If We terminate 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 termination. Such notice shall include the effective date of termination and the reason for termination. Prior notice is not required if the reason for termination is nonpayment of the Contract fee, a material misrepresentation by You to Us or T-Mobile USA, or a substantial breach of duties by You relating to the T-Mobile USA service or its use. 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. If We terminate 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 termination. Such notice shall include the effective date of termination and the reason for termination. Prior notice is not required if the reason for termination is nonpayment of the Contract fee, a material misrepresentation by You to Us or T-Mobile USA, or a substantial breach of duties by You relating to the T-Mobile USA service or its use.

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 1-617-357-9500 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 1-800-937-8997 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 terminate 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 termination. Such notice shall include the effective date of termination and the reason for termination. Prior notice is not required if the reason for termination is nonpayment of the Contract fee, a material misrepresentation by You to Us or T-Mobile USA, or a substantial breach of duties by You relating to the T-Mobile USA service or its use. The Arbitration provision in this Contract is replaced with the following: All disagreements and disputes between You and Asurion or T-Mobile USA, of every kind, if not resolved by negotiations, shall be resolved by individual arbitration pursuant to the Wyoming Uniform Arbitration Act.

Form 1900

Rev. 02/11

v2

T-Mobile USA, Inc. Monthly Agreement

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

T-Mobile USA, Inc., Obligor, 12920 SE 38th Street, Bellevue, WA 98006



Mobile Security

Premium Handset Protection

Program details



Live your life.
We've got
you covered.

asurion

T-Mobile

Device located and secured

Premium Handset Protection Bundle and Insurance customers now have access to Mobile Security, which is a special feature for select phones. Mobile Security is a service provided by Asurion Mobile Applications and is not an insurance product.

Mobile Security makes it easier than ever to find a temporarily lost or misplaced phone with its **LOCATE** and **ALARM** features. You can also **LOCK** your phone and **WIPE** your most sensitive data to protect your privacy.

Mobile Security can also be purchased as a standalone feature for an additional charge of \$3.99 per month.



You can **LOCATE** your phone by commanding it to sound an **ALARM**, or find it on a map. See a visual history of where the phone has been and even get turn-by-turn directions to its location using the phone's GPS.



Use Mobile Security to **LOCK** and remotely **WIPE** data from a lost or misplaced phone to ensure your privacy.

Download Mobile Security

You can download Mobile Security to your phone or get more information at www.t-mobile.com/mobilesecurity. Note that Mobile Security may not be compatible with all phones.

NOTE: Capable phone required; technical limitations may prevent certain features (e.g. LOCK) from working on certain phones. Phone must be powered on with the SIM card installed, have text messaging capability, and be within the T-Mobile network coverage area for Mobile Security features to function. Enabling the location history features of Mobile Security can cause your phone's battery life to diminish more quickly. Once phone is WIPED, the data is not retrievable.



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