

# Premium Handset Protection® Program

## Terms and Conditions

Premium Handset Protection (PHP) <sup>1</sup> and Lookout® Premium (PHP Program)					
<b>Monthly Charge<sup>2</sup></b>	\$6 per month				
<b>Deductibles</b>	Tier 1 - \$20	Tier 2 - \$50	Tier 3 - \$100	Tier 4 - \$125	Tier 5 - \$200
<b>Claim Limit</b>	Two claims within a consecutive 12-month period with an equipment maximum of \$2,000 per claim				
<b>Coverage Details</b>	Loss, Theft, Physical Damage, Liquid Damage, Mechanical or Electrical Breakdown after the manufacturer's warranty period has expired				
<b>Replacement Equipment</b>	Claims may be fulfilled with new or reconditioned devices				
<b>Cancellation Policy</b>	Premium Handset Protection is optional — you may cancel at any time and receive a pro-rated refund of your monthly premium by calling 1-800-430-9881				
<b>Lookout® Premium<sup>3</sup></b>	Virus and malware protection, security alerts, back up photos, contacts, and call history				

Sample Devices <sup>4</sup>				
<b>Tier 1</b>	Alcatel Go Flip™ Alcatel LINKZONE™ Alcatel OneTouch® Evolve™ Alcatel OneTouch® Evolve™ 2	Alcatel OneTouch® Fierce™ Slate Alcatel 768 Coolpad Defiant	Huawei P LG 450 ZTE Aspect™	ZTE Avid® TRIO ZTE Concord® II ZTE Cymbal® Z-320
<b>Tier 2</b>	Alcatel A30 Fierce™ Alcatel Fierce™ 4 Alcatel OneTouch® Fierce™ Alcatel OneTouch® Fierce™ 2 Alcatel OneTouch® Fierce™ XL Alcatel OneTouch® Pop™ 7 Alcatel Tru™ Alcatel 7 Coolpad Catalyst HTC Desire® 530 Huawei Vitria	Konnectone MetroSMART Ride Kyocera Hydro LIFE Kyocera Hydro WAVE Kyocera Hydro XTRM LG Aristo™ LG Aristo™ 2 LG K7™ LG K10™ LG K20™ Plus LG Leon™ LTE LG Optimus F3	LG Optimus F6 LG Optimus F60 LG Optimus L9 LG Optimus L70 Moto e4 Moto e5 play Nokia Lumia 521 Nokia Lumia 640 Samsung Galaxy Avant™ Samsung Galaxy Core Prime™ Samsung Galaxy Exhibit™	Samsung Galaxy Grand Prime™ Samsung Galaxy J3 Prime Samsung Galaxy Light™ Samsung On5 ZTE Avid® 4 ZTE Avid® Plus ZTE Blade™ ZMax ZTE Obsidian™ ZTE ZMax™ ZTE ZMax™ Pro
<b>Tier 3</b>	LG Stylo™ LG Stylo™ 2 Plus LG Stylo™ 3 Plus	LG Stylo™ 4 LG Q7+™ Moto E5 Plus	Samsung Galaxy J7 Samsung Galaxy J7 Prime Samsung Galaxy J7 Star	Samsung Galaxy Mega™ Samsung Galaxy S® 3 Samsung Galaxy S® 4
<b>Tier 4</b>	Apple® iPhone® SE	Apple® iPhone® 5s		
<b>Tier 5</b>	Apple® iPhone® 6s Apple® iPhone® 6s Plus Apple® iPhone® 7 Apple® iPhone® 7 Plus	Apple® iPhone® 8 Apple® iPhone® 8 Plus Apple® iPhone® X Apple® iPhone® Xs	Apple® iPhone® Xs Max Apple® iPhone® XR Samsung Galaxy S® 5 Samsung Galaxy S® 6	Samsung Galaxy S® 7 Samsung Galaxy S® 8 Samsung Galaxy S® 9

<sup>1</sup>Premium Handset Protection® insurance is underwritten by Old Republic Insurance Company and is administered by Asurion Insurance Services, Inc. (in California, License #0B35141; in Iowa, License #1001000131), which is the agent and provides claim servicing under this program.

<sup>2</sup>The monthly charge includes the cost of insurance. Subject to change. All applicable taxes and surcharges extra. For residents of states other than New York, the monthly charge for the PHP Program includes the cost of insurance provided in the program and the cost of Lookout Premium. As of April 15, 2020, New York residents can only purchase insurance on a standalone basis for \$4 per month and can also purchase Lookout on a standalone basis for an additional \$3 per month by calling 888-8metro-8. Metro wireless services and Premium Handset Protection Program coverage are paid in advance for the month. If you cancel Metro wireless services your service and features will continue through the end of the payment cycle. You may keep your Premium Handset Protection Program coverage through the end of the payment cycle or if you wish, you may cancel the Premium Handset Protection Program coverage and request a refund of the unused portion of the insurance premium paid by calling 1-800-430-9881.

<sup>3</sup>Available for Android and iOS devices. Capable device required. Technical limitations may prevent certain features (e.g., Incorrect Passcode) from working on certain devices. Visit <https://faq.lookout.com/> for Lookout support.

<sup>4</sup>If your device is not listed, please visit [www.mymetrophp.com](http://www.mymetrophp.com) for a list of devices and their corresponding deductible.

A processing fee is charged for deductible payments processed in select dealer store locations (\$5) or by Cash On Delivery (C.O.D.) (\$15).

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# OLD REPUBLIC INSURANCE COMPANY

## SUMMARY OF WIRELESS COMMUNICATIONS EQUIPMENT COMMERCIAL INLAND MARINE INSURANCE POLICY

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

*The words “we,” “us” and “our” refer to Old Republic Insurance Company that is providing this insurance.*

*The terms “you” and “your” mean, as the context requires, the First Named Insured or any Additional Insured or both.*

*The word “Agent” refers to Asurion Insurance Services, Inc. (hereinafter “Asurion”).*

*The term “Authorized Service Center” means the service center providing repair and replacement services on our behalf.*

*The term “Wireless Service Provider” means T-Mobile USA Inc. and its Metro® by T-Mobile Branded Business (hereinafter “Metro® by T-Mobile”) who is the First Named Insured providing the Covered Property.*

### A. COVERAGE

In exchange for premium paid when due, we agree to provide the coverage as stated in the policy on a month to month basis, provided that any covered damage or loss to the Covered Property is sustained while your coverage is in effect.

#### 1. Who Is Covered

##### a. First Named Insured

The First Named Insured is Metro® by T-Mobile for its interest in Covered Property.

##### b. Additional Insureds

The First Named Insured has the right to request Additional Insured status for a customer for his or her interest in Covered Property which he, she or it owns (referred to herein collectively with the First Named Insured as “Insured”). Requests for coverage for Additional Insureds are subject to our approval.

#### 2. Covered Property

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

The following accessories used with the wireless device shown above are also Covered Property: one standard battery (when involved in the loss with the phone), one standard home charger, and one standard SIM card for LTE replacement equipment. Accessories will only be covered when they are part of a loss to the Covered Property and for which you may be required to provide a proof of purchase.

#### 3. Coverage Period

Coverage is provided for the Policy Period shown in the Declarations subject to Section G.4.b.

#### 4. Coverage Territory

We insure the Covered Property wherever it is located in the world. We may require any claims occurring outside the United States or its territories to be processed in the United States.

#### 5. Covered Causes of Loss

Covered Causes of Loss means risks of mechanical or electrical breakdown or being lost, stolen or directly damaged, except as limited or excluded elsewhere in the policy.

#### 6. Property Not Covered

Covered Property does not include:

- a. Contraband or property in the course of illegal transportation or trade.
- b. Data, meaning information input to, stored on, or processed by the Covered Property. This includes documents, databases, messages, licenses, contact information, passwords, books, games, magazines, photos, videos, ringtones, music, and maps.
- c. Proprietary electronic devices included with automobile systems and any motor vehicle or watercraft original or after-market equipment or accessories, whether or not permanently installed, including any antenna or wiring.
- d. Property that has been entrusted to (including to and from) others for any service, repair or replacement, other than the Authorized Service Center or its designee.
- e. Nonstandard Software, meaning software other than Standard Software. “Standard Software” means the operating system pre-loaded on or included as standard with the Covered Property from the manufacturer.
- f. Wireless Equipment whose unique identification number (including serial number, ESN, MEID, IMEI or similar unique identification number) has been altered, defaced or removed.

- g. Nonstandard External Media, meaning physical objects on which data can be stored but which are not integrated components of the Covered Property required for it to function. This includes data cards, memory cards, external hard drives, and flash drives. Nonstandard External Media does not include Standard External Media. "Standard External Media" means physical objects on which data can be stored and that came standard in the original packaging with the Covered Property from the manufacturer but which are not integrated components of the Covered Property required for it to function.
- h. Any property you lease, rent or hold for others.
- i. Any other equipment or accessories not described as Covered Property.
- j. Batteries (unless otherwise covered as a covered accessory when part of a loss to other Covered Property).

## **B. EXCLUSIONS**

The insurance does not apply to loss or damage identified in any of the following or directly or indirectly caused by or resulting from any of the following:

### **1. Governmental Authority**

Seizure or destruction of property by order of governmental authority.

### **2. Nuclear Hazard**

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

### **3. War**

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

### **4. Delay, Loss of Use**

Indirect or consequential loss or damage, including loss of use, interruption of business, loss of service, loss of market, loss of time, loss of profits, inconvenience or delay in repairing or replacing lost or damaged Covered Property.

### **5. Dishonest or Criminal Acts**

Dishonest, fraudulent or criminal acts by you, any authorized user of the Covered Property, anyone you entrust with the Covered Property or anyone else with an interest in the Covered Property for any purpose, whether acting alone or in collusion with others.

### **6. Obsolescence**

Obsolescence or depreciation.

### **7. Recall or Design Defect**

- a. Manufacturer's recall; or
- b. Error or omission in design, programming or system configuration.

### **8. Cosmetic Damage**

Cosmetic damage, however caused, that does not affect the manufacturer's intended use. This includes:

- a. Cracking, marring, or scratching.
- b. Change in color or other change in the exterior finish.
- c. Expansion or contraction.

### **9. Covered Under Warranty**

Loss or damage that is covered under the manufacturer's warranty. In the event we have knowledge of a prior malfunction, proof of repair may be required before coverage for future claims is applicable.

### **10. Late Claims**

Claims not reported as required by Section E.3. of the policy.

### **11. Programming, Repair Work**

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

### **12. Virus**

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

- a. Disrupts the normal operation of the Covered Property; or
- b. Results in destruction of or unsuitability of data or programs stored in the Covered Property.

### **13. Voluntary Parting**

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

### **14. Intentional Loss or Damage**

Abuse, intentional acts, or use of the Covered Property in a manner inconsistent with the use for which it was designed, intended, or advised by the manufacturer or that would void the manufacturer's warranty.

### **15. Pollution**

The discharge, dispersal, seepage, migration or escape of pollutants. Pollutants means any solid, liquid, gaseous,

or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals, artificially produced electric fields, magnetic field, electromagnetic field, sound waves, microwaves, and all artificially produced ionizing or non-ionizing radiation and/or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**16. Fees or Charges**

Any fees or charges assessed by Metro®, whether the charges incurred are legitimate or fraudulent.

**17. Failure to Mitigate**

Failure to do what is reasonably necessary to minimize the loss and to protect the Covered Property from any further loss.

**18. Vermin**

Insects, rodents, or other vermin.

**C. LIMITS OF INSURANCE**

The most we will spend in any one occurrence to repair or replace Covered Property is two thousand dollars (\$2,000). The Limit of Insurance applies separately to each claim.

Each Additional Insured is limited to Two (2) losses in any consecutive 12 month time period, including losses incurred by the Additional Insured under any prior consecutive policy issued by us to the First Named Insured. When this limit is exhausted, coverage will cease immediately and we will notify the Additional Insured that coverage has ceased and no future premiums are due.

**D. DEDUCTIBLE**

The Deductibles are \$20, \$50, \$100, \$125, \$200 depending on whether the Covered Property is found in Schedule A, Schedule B, Schedule C, Schedule D, or Schedule E, attached hereto, and is non-refundable and is payable at the time a repair or replacement is approved by the Agent. This Deductible will apply to each filed and approved covered claim, and does not reduce the Limit of Insurance. Only an Insured may pay the Deductible.

**E. INSURED'S DUTIES IN EVENT OF LOSS TO INSURED'S COVERED PROPERTY**

In the event of loss or damage to Covered Property, the Insured presenting the claim must cooperate with us and see that the following are done:

**1. Suspend Wireless Service**

Suspend your wireless communication service, if applicable, as soon as possible if the Covered Property is lost or stolen.

**2. Notify Police**

If a claim involves a violation of law or any loss of possession, notify the police and obtain a police report or case number, the police station phone number, and the officer's name and badge number taking the report. If requested, provide a copy of the police report to Asurion within 30 days of request.

**3. Notify Agent, Give Description**

Notify Asurion within 60 days of the time of loss.

Give a complete description of:

- a. The Covered Property, including make and model, wireless number, if applicable, and unique identification number (such as serial number, ESN, MEID, IMEI or similar unique identification number); and
- b. How, when and where the loss or damage occurred.

**4. Protect**

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

**5. Permit Inspection**

Permit us or our Agent to inspect the damaged property. If we request to evaluate your equipment failure prior to completion of your claim, we may require you to take the Covered Property to a specified location in your area, or send it to the Agent or Authorized Service Center at our expense.

**6. Statement Under Oath**

If requested by us or our Agent, submit to questioning under oath about a claim or other matter relating to the policy. In such event, the answers must be signed and may be recorded.

**7. Proof of Loss and Ownership**

If required, provide:

- a. Proof of ownership, such as a bill of sale, receipt, proof of purchase or warranty exchange.
- b. A signed, sworn proof of loss or damage containing the information we or our Agent request to settle the claim. We may require this statement to be notarized, for which you may incur a nominal fee.
- c. A copy of government-issued photo identification.
- d. Other records and documents that may be reasonably requested.

These records must be provided within 30 days after our request for the documentation.

**8. Return of Damaged and/or Malfunctioning Covered Property**

The Additional Insured is required to return the damaged property including, if coverage is provided under the policy, property that suffered mechanical and electrical breakdown, to a location designated by us. If the replacement equipment is sent to you, you will be provided a prepaid shipping label and envelope in which to return the damaged property.

Disposal of the damaged Covered Property other than by returning it to the location designated by us requires the prior consent of us or our Agent. If the damaged Covered Property is not returned as directed within 15 days of the receipt of the replacement equipment, a Non-Return Fee as applicable to the model of Covered Property, not to exceed the Non-Return

Fee of up to nine hundred ninety nine dollars (\$999), may be charged to the Additional Insured. Any recovery of lost or stolen property will accrue entirely to our benefit.

## 9. Take Delivery

We may make available to you the approved replacement equipment for pick up at your Wireless Service Provider. We may also ship the approved replacement equipment through our Authorized Service Center directly to you within the United States for which you must be available to take delivery of the replacement equipment within 30 days of claim authorization. If you are not available at the time you agree to take delivery, you may be required to pay the costs of reshipping your replacement equipment.

## F. OUR DUTIES IN EVENT OF LOSS

### 1. When We Repair or Replace

If a claim is made, we or Asurion will notify the Insured of Asurion's assessment of the claim within 10 days after we or Asurion receive all the information requested from the Insured presenting the claim.

Repair or replacement of the lost or damaged Covered Property will be done within 30 days after the Insured, or his or her designee, has complied with all the terms of the policy, and we have agreed with the Insured about the repair or replacement.

### 2. Our Options

At our option, we or the Authorized Service Center may repair the Covered Property with substitute parts or provide substitute equipment that:

- a. Is of like kind, quality and functionality;
- b. Is either new, refurbished or remanufactured, and may contain original or non-original manufacturer parts; and
- c. May be a different brand, model or color.

## G. ADDITIONAL CONDITIONS

### 1. Arbitration Agreement

Please read this Arbitration Agreement carefully. It affects your rights. Most of your concerns about the policy can be addressed simply by contacting us at 1-866-862-3397. In the unlikely event we cannot resolve any disputes, including any claims under the policy, that you or we may have, YOU AND WE AGREE TO RESOLVE THOSE DISPUTES EITHER THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND TO PARTICIPATE IN CLASS ARBITRATIONS AND CLASS ACTIONS. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury. It has more limited discovery than in court and is subject to limited review by courts. Arbitrators can award the same damages and relief that a court can award.

For the purpose of this Arbitration Agreement, references to "we," "us" and "our" includes Old Republic Insurance Company, our Agent, the First Named Insured and their respective parents, subsidiaries, affiliates, agents, employees, successors and assigns. The policy evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement shall survive the termination of the policy.

This Arbitration Agreement is intended to be interpreted broadly, and it includes any dispute: (1) arising out of or relating in any way to the policy or to the relationship between You and Us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise; (2) that arose either before this Arbitration Agreement or policy was entered into by you and us or that arises after this Arbitration Agreement or policy is terminated; and (3) that currently is the subject of a purported class action litigation in which you are not a member of a certified class. Notwithstanding the foregoing, this Arbitration Agreement does not preclude you from bringing an individual action in small claims court or from informing any federal, state or local agencies or entities of your dispute. Such agencies or entities may be able to seek relief on your behalf.

If you or we intend to seek arbitration, you and we must first send to the other a written Notice of Claim ("Notice") by certified mail. Your Notice to us should be addressed to: Legal Department, P.O. Box 110656, Nashville, TN 37122-0656. The Notice must describe the dispute and state the specific relief sought. If you and we do not resolve the dispute within 30 days of receipt of the Notice, you or we may initiate an arbitration proceeding with the American Arbitration Association ("AAA"). You can obtain the forms necessary to initiate an arbitration proceeding by visiting [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. After we receive notice that you have commenced arbitration, we will reimburse you for payment of any filing fee to the AAA. If you are unable to pay a required filing fee, we will pay it if you send a written request by certified mail to: Legal Department, P.O. Box 110656, Nashville, TN 37122-0656. The arbitration shall be administered by the AAA in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "Arbitration Rules") in effect at the time the arbitration is initiated and as modified by this Arbitration Agreement. You can obtain a copy of the Arbitration Rules by visiting [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879.

The arbitrator appointed by the AAA to decide the dispute is bound by the terms of this Arbitration Agreement. All issues are for the arbitrator to decide, including the scope of this Arbitration Agreement, with the exception that issues relating to the enforceability of this Arbitration Agreement may be decided by a court. Unless you and we agree otherwise, any arbitration hearings will take place in the county or parish of your billing address. If your dispute is for \$10,000 or less, you may choose to conduct the arbitration hearings either by submitting documents to the arbitrator or by appearing before the arbitrator in person or by telephone. If your dispute is for more than \$10,000, the right to arbitration hearings will be determined by the Arbitration Rules. We will pay all filing, administration and arbitrator fees for any arbitration initiated pursuant to this Arbitration Agreement, unless your dispute is found by the arbitrator to have been frivolous or brought for an improper purpose under Federal Rule of Civil Procedure 11(b). In that case, the payment of such fees shall be governed by the Arbitration Rules.

At the conclusion of the arbitration hearings, the arbitrator shall issue a written decision which includes an explanation of the facts and law upon which the decision is based. If the arbitrator finds in your favor and issues a damages award that is greater than the value of the last settlement offer made by us or if we made no settlement offer and the arbitrator awards you any damages, we will: (1) pay you the amount of the damages award or \$7,500, whichever is greater; and (2) pay your attorney, if any, twice the amount of the attorney's fees and the actual amount of any expenses reasonably incurred when pursuing your dispute in arbitration. You and we agree not to disclose any settlement offers to the arbitrator until after the arbitrator has issued the written decision. The arbitrator may resolve any disputes regarding attorney's fees and expenses either during the arbitration hearings or, upon request, within 14 days of the arbitrator's written decision. While the right to the attorney's fees and expenses discussed above is in addition to any right you may have under applicable law, neither you nor your attorney may recover duplicate awards of attorney's fees and expenses. Although we may have the right under applicable law to recover attorney's fees and expenses from you if we prevail in the arbitration, we hereby waive the right to do so.

To the extent either declaratory or injunctive relief is sought in the arbitration, such relief can be awarded only to the extent necessary to provide the relief warranted by a party's individual claim. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Unless you and we agree otherwise, the arbitrator may not consolidate the dispute of another person with your or our dispute and may not preside over any form of a representative or class proceeding. If this specific provision of this Arbitration Agreement is found to be unenforceable, then the entirety of this Arbitration Agreement shall be null and void.

## **2. Claim Authorization and Loss Payment**

We or Asurion has the right to settle the loss with the Insured or his or her designee. No claims will be accepted unless authorized by Asurion.

All repairs and replacements must be made by the Authorized Service Center, unless we or our Agent gives the Insured other specific directions. In no event will Insureds be entitled to reimbursement for any out-of-pocket expenses.

## **3. Cancellation**

### **a. How An Additional Insured Cancels**

An Additional Insured may cancel the coverage provided by notifying the Agent or First Named Insured who will advise the Agent.

### **b. How We Cancel**

We may cancel the policy or change the terms and conditions only upon providing the First Named Insured and Additional Insured with at least thirty (30) days notice or other longer period as required by law unless we cancel for the following reasons:

- (1) We may cancel an Additional Insured under the policy upon fifteen (15) days notice or other longer period as required by law for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.
- (2) We may cancel an Additional Insured under the policy immediately or other longer period as required by law for the following reasons:
  - (a) for nonpayment of premium;
  - (b) if the Additional Insured ceases to have an active service with the First Named Insured; or,
  - (c) if the Additional Insured exhausts the aggregate limit of liability, if any, under the terms of the policy and we send notice of cancellation to the Additional Insured within thirty (30) calendar days after exhaustion of the limit.

However, if notice is not timely sent, enrollment shall continue notwithstanding the aggregate limit of liability until we send notice of cancellation to the Additional Insured.

### **c. How First Named Insured Cancels**

If the policy is cancelled by the First Named Insured, the First Named Insured shall mail or deliver written notice to each Additional Insured advising the Additional Insured of the cancellation of the policy and the effective date of cancellation. The written notice shall be mailed or delivered to the Additional Insured at least thirty (30) days prior to the cancellation.

### **d. How Notice of Cancellation is Provided**

Notices made pursuant to Section G.3.b. and c. shall be in writing and include the actual reason for cancellation and the effective date of cancellation. The coverage will end on that date. Notices may be mailed or delivered to the First Named Insured at its mailing address. Notices may be mailed or delivered to the affected Additional Insureds' last known mailing or electronic addresses on file with us. We or the First Named Insured shall maintain proof of mailing in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. We or the First Named Insured may comply with Section G.3.b. and c. by providing such notice or correspondence to the First Named Insured or its Additional Insureds by electronic means. If accomplished through electronic means, we or the First Named Insured shall maintain proof that the notice or correspondence was sent. The First Named Insured agrees to pay or act as delivery agent for notice of cancellation to all Additional Insureds.

### **e. Return Premiums, If Any**

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

## **4. Eligibility**

- a. To be eligible for coverage you must be a valid, active and current subscriber of your Wireless Service Provider.

- b. Eligibility for enrollment after initial activation may be subject to limitations. If you request enrollment of coverage and your request is approved by us, your coverage is retroactive to the date of your application. The successful completion of a test call to the Covered Property may be required prior to our approval.
- c. To be eligible for coverage you must not have engaged in fraud or abuse with respect to this or a similar communications equipment insurance program.
- d. To be eligible for coverage you must not be in breach of any material term of the policy, including but not limited to failure to return damaged Covered Property when requested in conjunction with a loss.

**5. Changes**

The First Named Insured, on its own behalf and on behalf of the Additional Insureds, is authorized to make changes in the terms of the policy with our consent. The policy's terms can be amended or waived only by endorsement issued by us and made a part of the policy.

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

**6. Concealment, Misrepresentation or Fraud**

The policy is voidable in any case of fraud, intentional concealment or misrepresentation of a material fact, by either the First Named Insured or any Additional Insured or their designee at any time, concerning:

- a. The policy;
- b. The Covered Property;
- c. The Insured's interest in the Covered Property;
- or
- d. A claim under the policy; but only with respect to their coverage.

**7. Conformity To Statute**

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

**8. Benefit Only Available To Insureds**

No person or organization, other than an Insured, will benefit from the insurance. We may provide you access to other limited benefits or services related to your Covered Property where available. These may include: property location or recovery services; data management or recovery services; equipment service and maintenance; reduced cost upgrade or purchase benefits or other services provided through your Wireless Service Provider or other authorized service facilities.

**9. Legal Action Against Us**

No one may bring a legal action against us under the policy unless:

- a. There has been full compliance with all the terms of the policy;
- b. The action is brought within 2 years after the Insured has knowledge of the loss or damage;
- c. The action is brought in compliance with Section G.1.

**10. Liberalization**

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

**11. Premiums**

- a. The First Named Insured is responsible for the payment of all premiums.
- b. Within fifteen days after the end of each month, the First Named Insured:
  - (1) Will report to the Agent the total number of Covered Property units that were covered under the policy as of the last day of that month; and
  - (2) Will remit the monthly premium to us through the Agent based on that report. The monthly premium will be calculated by multiplying the Monthly Premium Rate per unit of Covered Property by the total number of such units.
- c. The First Named Insured may request that Additional Insureds be billed for the Monthly Premium Rate applicable to their Covered Property. If the First Named Insured provides monthly billing and collection services for the Agent, all funds collected by the First Named Insured are our property. We may examine and audit the First Named Insured's books and records relating to such premium payments and reporting at any time during the policy period and up to three years afterward.

**12. Transfer of Rights and Duties Under The Policy (Assignment)**

No rights and duties under the policy may be transferred without our written consent.

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

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

The foregoing is a summary of the policy. It is not a full and complete version of the policy. Some provisions 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 account number so that the proper policy can be delivered to you.

**POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act:

The term “act of terrorism” means any act that is certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS’ LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, 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. Your premium does not include any charges for the portion of losses covered by the United States government under the Act.

## STATE CHANGES TO THE OLD REPUBLIC INSURANCE COMPANY WIRELESS COMMUNICATIONS EQUIPMENT COMMERCIAL INLAND MARINE INSURANCE POLICY

This document summarizes state required changes to the Terms and Conditions of the Old Republic Insurance Company Wireless Communications Equipment Commercial Inland Marine Insurance Policy ("policy"). This summary of state changes is not intended to replace state laws or the policy.

### Cancellation

Certain states required an amendment to Paragraph 3. ("Cancellation") of Section G. ADDITIONAL CONDITIONS of the policy. Below is a summary of the state changes. If a state is not listed, then Paragraph 3. ("Cancellation") of Section G. ADDITIONAL CONDITIONS of the policy was not changed for that state.

**Colorado, Kansas and Mississippi:** We may cancel for nonpayment of premium with at least 15 days' notice.

**Connecticut:** We may cancel this policy for nonpayment of premium by providing at least 15 days written notice of cancellation, or other longer period as required by law, to the Named Insured and Insured Subscribers.

**Georgia, Hawaii, Illinois and Ohio:** We may cancel or change the terms and conditions with at least 60 days' notice unless we cancel for other reasons set forth in the policy.

**Idaho:** You are entitled to cancel coverage or reject changes to the terms and conditions and receive a pro-rata refund within 60 days from our receipt of your notice.

**Iowa:** We will continue enrollment until 30 calendar days after notice of cancellation is provided to the Additional Insured if timely notice of cancellation was not sent following the Additional Insured's exhaustion of the aggregate limit of liability.

**Maryland:** We may cancel or change the terms and conditions with at least 60 days' notice unless we cancel for other reasons set forth in the policy. We may cancel for nonpayment of premium with at least 10 days' notice. We may cancel with at least 45 days' notice for fraud or material misrepresentation. We will send notice within 15 business days if the aggregate limit is exhausted. Notice will not be sent if substantially similar coverage has been obtained from another insurer without any lapse of coverage. If coverage is cancelled by the wireless service provider, notice will be sent with at least 45 days' notice.

**Montana:** We may cancel for nonpayment of premium with at least 10 days' notice.

**Nebraska and Oregon:** We may cancel or change the terms and conditions with at least 60 days' notice unless we cancel for other reasons set forth in the policy. We may cancel for nonpayment of premium with at least 15 days' notice.

**Nevada:** We may cancel with at least 10 days' notice for fraud or material misrepresentation.

**New York:** We may cancel or change the terms and conditions with at least 60 days' notice unless we cancel for other reasons set forth in the policy. We may cancel for nonpayment of premium with at least 15 days' notice. We will send notice within 15 business days if the aggregate limit is exhausted. Notice will not be sent if substantially similar coverage has been obtained from another insurer without any lapse of coverage.

**North Dakota:** We may cancel for nonpayment of premium with at least 10 days' notice. We may change the terms and conditions of the policy with at least 30 days' notice. If coverage has been in effect for less than 90 days, we may cancel for any reason with at least 10 days' notice or at least 30 days for fraud or intentional misrepresentation. If coverage has been in effect for 90 days or more, we may cancel with at least 30 days' notice for: fraud or intentional misrepresentation; actions that substantially increase or change the risk; refusal to eliminate known conditions that increase the potential for loss, after notification; substantial change in risk assumed, unless reasonably foreseen; our loss of reinsurance; or a determination by the insurance commissioner. We may elect not to renew the policy with at least 60 days' notice prior to the expiration date of the policy. We will not mail or deliver notice of nonrenewal if you have obtained substantially similar coverage or accepted replacement coverage from another insurer.

**Pennsylvania:** We may cancel or change the terms and conditions with at least 60 days' notice unless we cancel for other reasons set forth in the policy. We may cancel for nonpayment of premium with at least 30 days' notice.

**Puerto Rico:** Provided you have not presented a claim, you may, within 30 days of enrollment, provide us written notice canceling coverage as of your original effective date and receive a refund for the full premium paid. We may cancel or change the terms and conditions with at least 60 days' notice unless we cancel for other reasons set forth in the policy. We may cancel for nonpayment of premium with at least 15 days' notice. We will send notice within 15 business days if the aggregate limit is exhausted.

**South Dakota:** We may cancel or change the terms and conditions with at least 20 days' notice unless we cancel for

other reasons set forth in the policy. We may cancel for nonpayment of premium or for fraud or material misrepresentation with at least 20 days' notice.

**Utah:** We may cancel for fraud or intentional misrepresentation with at least 30 days' notice.

**Washington:** We may cancel or nonrenew the policy or change the terms and conditions with at least 30 days' notice unless we cancel for other reasons set forth in the policy. We may cancel for nonpayment of premium with at least 10 days' notice. We may not increase premiums or deductibles or otherwise restrict coverage more than once in any 6 month period.

**Wyoming:** We may cancel for nonpayment of premium with at least 10 days' notice. We may cancel immediately for fraud or intentional misrepresentation.

### **Arbitration**

Certain states required an amendment to Paragraph 1. ("Arbitration Agreement") of Section G. ADDITIONAL CONDITIONS of the policy. Below is a summary of the state changes. If a state is not listed, then Paragraph 1. ("Arbitration Agreement") of Section G. ADDITIONAL CONDITIONS of the policy was not changed for that state.

**Arkansas, District of Columbia, Kansas, Louisiana, Oklahoma, Vermont, West Virginia and Wyoming:** Arbitration is voluntary and non-binding provided you reject the decision and file a legal proceeding in the appropriate federal, state or local court, based on the same issue and facts as raised by you in the arbitration proceeding within forty-five (45) days of the decision. All other terms of Paragraph 1, G. ADDITIONAL CONDITIONS apply.

**Georgia, Montana and Nevada:** The Arbitration Agreement provision does not apply.

**Massachusetts:** You and we agree to resolve disputes either through binding arbitration, small claims court or other similar court of appropriate jurisdiction.

**Missouri:** Arbitration is voluntary. If you and we agree to arbitrate, then you and we agree that the resolution of the dispute will be governed by this Arbitration Agreement. Unless you and we agree otherwise, any arbitration which you attend will take place within the county of your residence or place of business. If you have no place of business or residence, then arbitration will be held at the Circuit Court of Cole County, Missouri. All other terms of Paragraph 1, G. ADDITIONAL CONDITIONS apply.

**New Hampshire and Washington:** Arbitration is voluntary and non-binding provided you reject the decision in writing to us within forty-five (45) days of the decision. All other terms of Paragraph 1, G. ADDITIONAL CONDITIONS apply.

**Oregon:** Arbitration is voluntary and non-binding provided you reject the decision and file a legal proceeding in the appropriate federal, state or local court, based on the same issue and facts as raised by you in the arbitration proceeding within forty-five (45) days of the decision. Any arbitration shall be administered in accordance with the Arbitration Rules unless any procedural requirement of the Arbitration Rules is inconsistent with the Oregon Uniform Arbitration Act in which case the Oregon Uniform Arbitration Act shall control. All other terms of Paragraph 1, G. ADDITIONAL CONDITIONS apply.

**South Dakota:** In the event a dispute has arisen, arbitration is voluntary and nonbinding, resolved before a single Arbitrator, in your county or place of business, and governed by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes in effect at the time the arbitration is agreed to and filed.

### **Miscellaneous**

**Michigan:** This policy is exempt from the filing requirements of section 2236 of the insurance code of 1956, 1956 PA 218, MCL 500.2236.