



# Total Mobile PROTECTION

The most comprehensive protection to care for your mobile device.



*Your life is on your device.*

## Total Mobile PROTECTION takes care of it.



### Replace it

*We'll get you up and running quickly*

- As soon as next-day replacement of your device
- Comprehensive coverage for loss, theft, damage, and post-warranty defects



### Support it

*Get fast answers to questions about your device and virtually anything you connect to it*

- Get fast, personalized tech assistance from a U.S.-based Tech Coach
- Support for nearly any device issue or question, from the simple to the complex



### Secure it

*Protect your device and its content*

- Protect your device from viruses and other mobile threats
- Locate and lock a lost device
- Monitor your privacy and access to personal info

# Replace Your Device.

## Coverage for loss, theft, and damage

You have peace of mind knowing you're covered for loss, theft, and damage. You're even covered for water damage! Get reconnected quickly with next day shipping. You can file your claim online in approximately 10 minutes and know exactly how much a replacement will cost.

## Coverage for defects

You can also protect your device against mechanical and electrical defects after the manufacturer's warranty expires.

## Just for clarity

You don't need to purchase insurance coverage to activate your Verizon Wireless service. You may already have coverage under your homeowner's insurance or other means. Your wireless representative is not qualified to evaluate your existing insurance coverage. Once your eligibility is verified, the monthly fee will be added to your wireless bill. For customers who elect insurance coverage, the monthly insurance premium includes a fee payable to Asurion Insurance Services, Inc.

Your coverage applies to the device being used on your mobile number. If you change devices, your deductible or premium could change. Please see the sample list of devices in this brochure.

THE INSURANCE POLICY CONTAINS A MANDATORY BINDING ARBITRATION PROVISION THAT REQUIRES THE SUBMISSION OF ALL DISPUTES (EXCEPT WHERE EXPRESS STATE EXEMPTIONS ARE PROVIDED) TO ARBITRATION IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN SECTION G.1. OF THE POLICY.

Any person who, knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or 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.

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# Secure your device and content with the VSP app<sup>1</sup>.

- Protect your device from viruses and other mobile threats with solutions Powered by McAfee®
- Locate and lock your device if it's lost<sup>2</sup>
- Maximize battery life with the Device Tune-up feature
- Click-to-connect directly to a Tech Coach



## Download VSP



Dial **\*\*VSP** from your Verizon Wireless device or search for 'Verizon Support & Protection' in the app store.

<sup>1</sup> Security features are provided through Verizon Support & Protection Premium, which is a service provided by McAfee® and Asurion Mobile Applications and is not an insurance product. Not all features are available on all devices. Technical limitations may prevent certain features (e.g. Lock) from working on certain phones. Verizon Support & Protection Premium collects data from the user's device to facilitate certain Tech Coach services, to include but not be limited to the Click-to-Call, Click-to-Chat and device Optimization and Insights functionality. This data is used solely for Tech Coach services. For complete details, see the terms and conditions for both Verizon Support & Protection Premium and Tech Coach. Device must be powered on, have text messaging capability, and be within the Verizon Wireless Data Network Coverage Area for Verizon Support & Protection Premium features to function. Data usage applies for download and use. McAfee® and SiteAdvisor® are registered trademarks or trademarks of McAfee, Inc.® or its subsidiaries in the United States and other countries. The Anti-Virus, Safe Browsing, Lock and Erase portion of Verizon Support & Protection is available at no charge for eligible devices as part of Verizon Support & Protection Basic.

<sup>2</sup> Lock applies to internal phone memory only—does not lock or protect removable memory. Depending on your device, the erase feature will erase select data from your device and will not erase data stored on removable memory.

## Get answers fast with Tech Coach.

- Live support to transfer contacts, photos, and videos to your new device
- Update and learn about new operating systems from your Tech Coach
- Sync your device with accessories
- Connect your phone to Bluetooth, wireless printers, and other devices

### Connect to a Tech Coach:

- One click from the VSP app
- Dial \*611 from your Verizon Wireless device
- Call 1.800.922.0204 and follow the menu option for Technical Support



## File a claim and stay connected.

File lost, stolen, or damaged claims quickly and easily online or by phone. Receive emails with status updates and package tracking. Receive a replacement as soon as the next day when claims are filed by 12 Midnight ET, 12 Midnight CT, 11PM MT, and 10PM PT. All claims must be filed within 60 days of incident.

### File a claim for a Lost, Stolen, or Damaged Device:

- Visit [verizonwireless.com/TMP](http://verizonwireless.com/TMP), call Asurion at **1.888.881.2622** or log on to your My Verizon account
- Have the make and model of your device available
- Have a method of payment for your deductible on hand

### File a claim for a Post-Warranty defect:

- Call **1.866.406.5154** or visit any Verizon Wireless store
- Florida customers please call **1.888.881.2622**

### INFORMATION TO KNOW BEFORE MAKING A CLAIM:

Wireless Number	
Device Make	
Device Model	
Date of Purchase	

### INFORMATION TO KNOW AFTER MAKING A CLAIM:

Date Claim Filed	
Claim Number	
Date Claim Approved	

### TO ENROLL:

**CALL** | 1.800.256.4646

**VISIT** | a Verizon Wireless store

*You only have 30 days from activation or upgrade to enroll.*

## A SAMPLING OF DEVICES INCLUDES

### PHONES

- \$45 DEDUCTIBLE

Samsung Intensity III, Samsung Brightside, LG Extravert, Casio G'zOne Ravine 2, Pantech Jest 2, LG Revere 2, Samsung Convoy 2, LG Cosmos 3, Samsung Gusto 2, Pantech Hotshot, Verizon Jetpack 4G LTE 890L, Verizon Jetpack 4g LTE MHS291L, Verizon Jetpack 4G LTE 5510L, Verizon Jetpack 4G LTE 4620L, LG Enlighten, Verizon Wireless Jest® (TXT8040), Verizon Wireless UMW190 Modem

### ADVANCED DEVICES

- \$99 DEDUCTIBLE

Apple® iPhone® 4 (8GB,16GB, 32GB, 64GB), Apple® iPhone® 4S (16GB, 32GB, 64GB), Apple® iPhone® 5 (16GB, 32GB, 64GB), Pantech Perception, Pantech Marauder, BlackBerry® Q10, Samsung Galaxy S III, Lucid 2 by LG, BlackBerry® Bold 9930, Revolution by LG, Intuition by LG, BlackBerry® Z10, HTC Rhyme, Casio G'zOne Commando, Motorola DROID RAZR, Samsung Stratosphere II, Motorola Droid 4, Motorola Droid DNA, Samsung Odyssey, Samsung Galaxy Note II, LG Spectrum™, Samsung Galaxy Note, Motorola Droid Razr Maxx, Samsung Galaxy Stellar, Samsung Galaxy S4

### TABLETS

- \$149 DEDUCTIBLE

Samsung Galaxy Tab™, Samsung Galaxy LTE, Apple® iPad® 2 with Wi-Fi + 3G, Apple® iPad® with Wi-Fi + 4G, Apple® iPad Mini (16GB, 32GB, 64GB)

If you don't see your device, go to [phoneclaim.com/verizon-deductible](http://phoneclaim.com/verizon-deductible) or call **1.888.881.2622** for your device deductible.

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Apple, iPad, and iPhone are trademarks of Apple Inc., registered in the U.S. and other countries.

## DETAILS AND COVERAGE OPTIONS

### Total Mobile Protection

TMP is a combination of multiple products each of which is available separately - see below for details.

Monthly Charge

\$10.00

### Wireless Phone Protection

Loss, Theft, Damage

✓

Phone/Advanced Device Deductible

\$45/\$99

Special Devices Deductible

\$169/\$199

Tablet Deductible

\$149

### Extended Warranty<sup>1</sup>

Post-warranty Defects

✓

### Tech Coach: Fast, personalized technical support for your mobile device

Technical Support

✓

### Verizon Support & Protection Premium\*

Device Tune-up

✓

Click-to-call Tech Coach

✓

Remote Locate & Secure

✓

App Alert

✓

Anti-Virus & Safe Browsing

✓

**Products Available Separately.** Total Mobile Protection is a combination of multiple products, each of which is available separately: Wireless Phone Protection \$5.18/mo (\$8.18/mo Special Devices & Tablets); Verizon Wireless Extended Warranty \$3/mo and Verizon Tech Coach \$7/mo. You may also purchase Total Equipment coverage for \$8.00/mo (\$9.99/mo for Special Devices and Tablets); Total Equipment Coverage is a combination of 2 products, each of which is available separately: Wireless Phone Protection \$5.18/mo (\$8.18/mo Special Devices & Tablets) and Verizon Wireless Extended Warranty \$3/mo.

**Covered and Replacement Equipment.** If your device is lost, stolen or damaged, your accessories are covered too - one each. If the following is standard or damaged, your covered accessories are covered too - one each of the following: standard battery, standard car charger, standard case, standard home charger and standard earbud. It is our goal to provide you with a replacement device that is the same color and has the same features, but this cannot be guaranteed. If the same make and model you claim is not available, a similar make and model will be substituted. Your replacement device could be new or remanufactured. You may also receive generic accessories with lost, stolen or damaged claims.

**Claim Limits for loss, stolen and damaged devices.** 2 claims in 12 months (in NY 2 claims per policy year). Equipment claim maximum — Phones \$400; Advanced Devices, Special Devices & Tablets \$1,500

**Cancellation Policy.** Change your mind? You can cancel your coverage at any time and receive a pro-rated refund of your monthly fee.

Lost, stolen or damaged phone replacements are provided by Wireless Phone Protection, which is underwritten by Liberty Mutual Insurance Company or one of its insurance company affiliates. Asurion Insurance Services, Inc. (in NY, Asurion; in California, Agent License #0B35141) is the agent and provides the claims servicing under this program. Replacements for post-warranty defects are provided through the Extended Warranty program; the obligor of the Extended Warranty program is Verizon Wireless Services, LLC.

<sup>1</sup>Verizon Wireless Extended Warranty (EW) Program is not available in Florida; in Florida, coverage for post-warranty defect is provided by Asurion's insurance program (deductible applies).

## WIRELESS COMMUNICATIONS EQUIPMENT COVERAGE INSURANCE POLICY

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 or one of its insurance company affiliates, who 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.

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

The term "Wireless Service Provider" means the wireless carrier, Verizon Wireless, who is the First Named Insured, providing the wireless telephone or communication services which is used by the Covered Property.

### A. COVERAGE

In exchange for premium paid when due, we agree to provide the coverage as stated in this Policy, 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 Verizon Wireless 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 only the mobile wireless communications equipment as follows:

- a. The wireless device owned by you for which: 1) the unique identification number (International Mobile Equipment Identity (IMEI), Electronic Serial Number (ESN), or Mobile Equipment ID (MEID) of such wireless device is reflected in the records of the Wireless Service Provider at the time your coverage initially became effective; and 2) for which airtime outgoing usage has been logged with the Wireless Service Provider on your account after coverage became effective; unless you have logged outgoing airtime on a different wireless phone immediately prior to the time of loss, in which case such wireless device becomes the covered property so long as: i) such wireless device is owned by you and you provide us proof of ownership and ii) airtime usage was logged on such device on your account with the Wireless Service Provider immediately prior to the time of loss.
- b. The following Accessories, used with the wireless device above: one standard battery (attached to wireless device at time of loss if lost or stolen); one standard cigarette lighter adaptor; one standard leather case; one standard home charger; one standard earbud. The following Netbook accessories as part of a Netbook loss: one standard Netbook power cord and one standard battery. The following Tablet accessories as part of a Tablet loss: one standard wall/USB charger, one 16GB microSD memory card, and one standard earbud. The following iPhone accessories as part of an iPhone loss: one standard wall/USB charger, one standard earbud, and one standard sync cable. The following iPad accessories as part of an iPad loss: one standard wall charger and one standard sync cable. The following SureResponse accessories as part of a SureResponse loss: one standard personal monitor, one standard base station charger, one standard travel dock station, one standard belt clip, one standard lanyard, one standard wrist strap, one standard telephone line cord and one standard power adaptor.

#### 3. Property Not Covered

Covered Property does not include:

- a. Contraband or property used in the course of illegal transportation or trade.
- b. The value of and the cost to research, replace or restore data, or programs not standard for the make and model.
- c. Proprietary handsets included with automobile wireless systems and any motor vehicle or watercraft original or after-market equipment or accessories, whether or not permanently installed, including any antenna or wiring.
- d. Any other equipment or accessories not described as Covered Property.
- e. Property that has been entrusted to (including to and from) others for any service, repair or replacement, other than the Authorized Service Center or its designee.
- f. Any fees or charges assessed by Verizon Wireless, whether the charges incurred are legitimate or fraudulent.
- g. Face plates, personalized data, or customized or downloaded software such as music, PIM's, ring tones, games, and screen savers.
- h. Wireless Equipment whose unique identification number (ESN, MEID or IMEI) has been altered, defaced or removed.
- i. Removable data storage devices.
- j. Non-standard batteries.

#### 4. Coverage Period

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

#### 5. Coverage Territory

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

#### 6. Covered Causes of Loss

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

In the State of Florida, the above paragraph A.6. is replaced in its entirety by the following:

#### 6. 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 this policy. All other terms and conditions of the policy remain in full force and effect.

### B. EXCLUSIONS

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

##### a. Governmental Authority

Seizure or destruction of property by order of governmental authority.

##### b. Nuclear Hazard

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

##### c. War

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

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

##### a. Delay, Loss of Use

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

##### b. Dishonest, Intentional, or Criminal Acts

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

##### c. Obsolescence

Obsolescence or depreciation.

##### d. Wear, Deterioration, Latent Defect

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

The above paragraph B.2.e. is deleted in Florida and not replaced.

#### e. Electrical and Mechanical Breakdown

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

##### f. Cosmetic Damage

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

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

##### g. Covered Under Warranty

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

##### h. Late Claims

Claims reported to Asurion Insurance Services, Inc., more than 60 days after the time of loss or damage.

##### i. Programming, Repair Work

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

##### j. Virus

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

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

##### k. Voluntary Parting

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

##### l. Intentional Loss or Damage

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

##### m. Pollution

The discharge, dispersal, seepage, migration, escape or presence 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, sounds waves, microwaves, all artificially produced ionizing or non-ionizing radiation and/or waste. Waste includes materials to be recycled, refurbished or reclaimed.

### 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 four hundred dollars (\$400) if your device is found in Schedule A or one thousand five hundred dollars (\$1,500) if your device is found in Schedule B, C, D, E, F, G or H, attached hereto. These Limits of Insurance apply separately to each covered claim. Each Insured is limited to 2 losses in any consecutive 12 month time period. When this limit is exhausted, coverage will cease immediately and we will notify the Insured that his or her coverage has ceased and no future premiums are due.

### D. DEDUCTIBLE

The deductible is either \$45, \$99, \$149, \$169, \$199, \$99, \$99 or \$45 depending on whether the Covered Property is found in Schedule A, B, C, D, E, F, G or H attached hereto, and is non-refundable and is payable to Us or Asurion at the time a repair or replacement is approved by Asurion Insurance Services, Inc. This Deductible will apply to each filed and approved covered claim, and does not reduce the Limit of Insurance. Only an Insured may pay the deductible.

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

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

#### 1. Notify Wireless Service Provider

If the Covered Property is lost or stolen, notify Verizon Wireless to suspend your wireless communications service prior to filing the claim.

#### 2. Notify Police

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

## BY LIBERTY MUTUAL COMPANY

### 3. Notify Agent, Give Description

Notify Asurion Insurance Services, Inc., within 60 days of the time of loss. Give a complete description of:

- The Covered Property, including telephone number, device make and model, and unique identification number (ESN, MEID or IMEI); and
- How, when and where the loss or damage occurred.

### 4. Protect

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

### 5. Permit Inspection

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

### 6. Statement Under Oath

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

### 7. Proof of Loss and Ownership

If required, provide:

- A copy of original ownership records, such as a bill of sale;
- 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.
- A copy of a government-issued photo identification.
- Other records and documents that may be reasonably requested. These records must be provided within 30 days after our request for the documentation.

### 8. Salvage and Recovery

The Additional Insured is required to return the damaged property to the Authorized Service Center. If the replacement equipment is sent to you, the Authorized Service Center will provide a prepaid shipping label and envelope to return the damaged property in. Disposal of the damaged Covered Property other than by returning it to the Authorized Service Center requires the prior consent of the Authorized Service Center. If the damaged Covered Property is not returned to the Authorized Service Center within 15 days of the receipt of the replacement equipment, a Salvage Non-Return Fee of up to three hundred dollars (\$300.00) may be billed to the Additional Insured. The Salvage Non-Return Fee will not exceed the actual value of the Covered Property that was not returned. Any recovery of lost or stolen property will accrue entirely to our benefit.

### 9. Take Delivery

We may ship the approved replacement device directly to you within the United States. We may also make available to you the approved replacement device for pick up at your Wireless Service Provider. You must be available to take delivery of the replacement equipment within 30 days of claim authorization or pay the added cost of re-delivery.

## F. OUR DUTIES IN EVENT OF LOSS

### 1. When We Repair or Replace

If a claim is made, we or Asurion Insurance Services, Inc., will notify the Insured of Asurion Insurance Services, Inc.'s assessment of the claim within 10 days after we or Asurion Insurance Services, Inc., 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 this 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 provide substitute equipment or repair the Covered Property with substitute parts, of like kind, quality and functionality, that:

- Have been refurbished, and may contain nonoriginal manufacturer parts; or
- Are a different brand, model or color.

## G. ADDITIONAL CONDITIONS

### 1. Arbitration

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

- Instead of first suing in court, disputes or controversies must be arbitrated on an individual, non-class basis, without resort to any form of class action or class arbitration. This will apply without limitation to 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:
  - This policy;
  - Any activities, transactions, services or interactions of any kind involving any Insured 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; or
  - The validity, scope or enforceability of this arbitration provision or the entire policy. For purposes of this section G.1., "we" or "us" will include any of our employees, agents, representatives or associated businesses who are involved in any way in any activities, transactions, or services with any Insured relating to this policy.
- Such arbitration shall be nonbinding, and be resolved before a single arbitrator. All Insureds and we waive any right to pursue on a class basis any such dispute, controversy or claim, even if applicable law permits class actions or class arbitrations.
- The selection of the arbitrator shall be governed by, and 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](http://www.adr.org).
- Any arbitration which the Insured attends will take place at a location within the federal judicial district that includes the Insured's billing address at the time the demand for arbitration is filed.
- Upon written request, we will advance to the Insured either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether the Insured or us will ultimately be responsible for these fees and may waive the Insured's fees upon a finding of economic hardship.
- 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.
- If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the arbitration provision.

THE INSUREDS AND WE AGREE THAT THIS ARBITRATION WILL BE ON AN INDIVIDUAL BASIS.

THE INSUREDS AND WE UNDERSTAND AND AGREE THAT BECAUSE OF THIS ARBITRATION PROVISION NEITHER INSURED NOR WE WILL HAVE THE RIGHT TO FIRST GO TO COURT, HAVE A JURY TRIAL OR PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS UNDER A CLASS ACTION OR CLASS ARBITRATION UNTIL THE ARBITRATION REQUIRED BY THIS PROVISION HAS BEEN COMPLETED AND THE INSURED AND WE HAVE BEEN UNABLE TO RESOLVE OUR DISPUTE, CLAIM OR CONTROVERSY.

FURTHER, ALL INSUREDS AND WE WAIVE OUR RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANT UNDER A CLASS ARBITRATION EVEN IF CLASS ARBITRATION WOULD OTHERWISE BE PERMISSIBLE UNDER APPLICABLE LAW.

In Washington state, the last three paragraphs of G.1 are replaced in their entirety by the following: THE INSUREDS AND WE AGREE THAT THIS ARBITRATION WILL BE ON AN INDIVIDUAL BASIS. THE INSUREDS AND WE UNDERSTAND AND AGREE THAT BECAUSE OF THIS ARBITRATION PROVISION NEITHER INSURED NOR WE WILL HAVE THE RIGHT TO FIRST GO TO COURT, HAVE A JURY TRIAL OR PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS UNDER A CLASS ACTION OR CLASS ARBITRATION. FURTHER, ALL INSUREDS AND WE WAIVE OUR RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANT UNDER A CLASS ARBITRATION EVEN IF CLASS ARBITRATION WOULD OTHERWISE BE PERMISSIBLE UNDER APPLICABLE LAW.

### 2. Claim Authorization and Loss Payment

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

### 3. Cancellation

#### a. How First Named Insured Cancels

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

#### b. How Additional Insureds Cancel

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

#### c. How We Cancel

- We may cancel coverage for nonpayment of premium by mailing or delivering written notice of cancellation, including the actual reason for cancellation, at least 10 days before the effective date of cancellation.
- When an Additional Insured's coverage has been in effect for less than 60 days, we may cancel for any reason by mailing or delivering written notice of cancellation, including the actual reason for cancellation, at least 30 days before the effective date of cancellation. We may cancel the coverage of any Additional Insured for fraud or intentional misrepresentation made in obtaining this insurance or in filing a claim under this insurance, by mailing or delivering written notice of cancellation, including the actual reason for cancellation, at least 15 days before the effective date of cancellation.
- When coverage has been in effect for 60 days or more, we may cancel the coverage of any Additional Insured for fraud or intentional misrepresentation made in obtaining this insurance or in filing a claim under this insurance, by mailing or delivering written notice of cancellation, including the actual reason for cancellation, at least 15 days before the effective date of cancellation.
- We also may cancel coverage for all Insureds by mailing or delivering written notice of cancellation at least 30 days before the effective date of cancellation, including the actual reason for cancellation, if:
  - For any reason, we choose to stop providing this coverage for all Insureds in a given class;
  - Verizon Wireless has provided monthly premium billing and collection service and ceases to do so; or
  - The Agent or the Authorized Service Center ceases to provide its claim service.
- How Notice of Cancellation Is Provided  
If there is a cancellation in accordance with Section G.3.c., notice will be sent to:
  - Each Additional Insured affected by the cancellation, using his or her last mailing address on file with the First Named Insured;
  - The Agent; and
  - The First Named Insured.The First Named Insured agrees to pay or act as delivery agent for notice of cancellation to all Additional Insureds.

#### d. Effective Date of Cancellation

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

#### e. Return Premiums, If Any

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

#### f. Proof of Mailing

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

In Washington state, the above paragraph G.3 is replaced in its entirety by the following:

### 3. Cancellation

#### a. How Named Insured Cancels

The Named Insured may cancel this policy by mailing or delivering to us advance written notice of cancellation. In this event, the Named Insured agrees to pay or act as delivery agent for notice of cancellation to all Additional Insureds 60 days prior to cancellation of their Coverage.

#### b. How Additional Insureds Cancel

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

#### c. How We Cancel

- We may cancel coverage for nonpayment of premium by mailing or delivering written notice of cancellation, including the actual reason for cancellation, at least 10 days before the effective date of cancellation.



- E. Products disassembled or repaired in such a manner as to adversely affect performance or prevent adequate inspection and testing to verify any warranty claim;
- F. Products with labels removed or illegible serial numbers;
- G. Defects or damage due to spills of or immersion in food or liquid;
- H. Scratches on all plastic surfaces and externally exposed parts resulting from normal use; and/or
- I. Damage resulting from normal wear and tear.

**V. HOW LONG THIS WARRANTY OR SERVICE CONTRACT LASTS:**

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

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

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

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

You must use the Product in a normal way; you must protect against further damage to the Product if there is a covered defect; you must follow the Product's instruction manual.

**VIII. HOW AND WHEN YOU OR WE MAY TERMINATE THIS WARRANTY OR SERVICE CONTRACT:**

- A. Subject to Paragraph VIII.B., we may terminate this Warranty or Service Contract at any time. You may terminate this Warranty or Service Contract at any time. If your wireless service with Verizon Wireless is terminated or expires for any reason, you will be deemed to have terminated this Warranty or Service Contract. If you or Verizon Wireless terminate this Warranty or Service Contract more than thirty (30) days after receiving this Warranty or Service Contract, you will receive a prorated refund of your monthly fee for this Warranty or Service Contract, as applicable.
- B. For residents of Georgia, this Service Contract can only be terminated by Verizon Wireless for fraud, material misrepresentation or your failure to pay amounts due hereunder. For residents of Nevada, Verizon Wireless may not terminate this Service Contract before the expiration of the agreed term, if the Service Contract has been in effect for seventy (70) days, except if you: (1) fail to pay an amount when due; (2) commit fraud or make a material misrepresentation in obtaining this Service Contract, or in presenting a claim; or (3) perform any act or omission or violate any condition of this Service Contract, after the effective date of this Service Contract that substantially and materially increases the service required under this Service Contract. Cancellation of this Service Contract by Verizon Wireless will be effective fifteen (15) days after you receive the notice of cancellation.
- C. If within thirty (30) days of receiving this Warranty or Service Contract you wish to cancel service and you have not made a claim under this Warranty or Service Contract, simply notify Verizon Wireless and we will refund all fees paid up to the date of termination.
- D. IF YOU CANCEL AS DESCRIBED IN THE IMMEDIATELY PRECEDING PARAGRAPH, VERIZON WIRELESS MUST PROVIDE YOU WITH A FULL REFUND NO LATER THAN THIRTY (30) DAYS AFTER YOU NOTIFY VERIZON WIRELESS THAT YOU WISH TO CANCEL THIS WARRANTY OR SERVICE CONTRACT. IF VERIZON WIRELESS DOES NOT REFUND YOUR MONEY DURING THIS TIME PERIOD, YOU ARE ENTITLED TO RECEIVE A REFUND IN THE AMOUNT OF WHAT YOU PAID, PLUS AN EXTRA TEN PERCENT (10%) FOR EACH MONTH IN WHICH YOUR MONEY IS NOT REFUNDED.

**IX. OTHER CONDITIONS:**

- A. This Warranty or Service Contract is extended to the original subscriber buyer only and may not be assigned or transferred to subsequent subscriber buyers. This is Verizon Wireless' complete Warranty or Service Contract for your Product. Verizon Wireless assumes no obligation or liability for additions or modifications to this Warranty or Service Contract unless made in writing and signed by an officer of Verizon Wireless. If this document is a Warranty, Verizon Wireless does not warrant the installation, maintenance or service of the equipment, accessories, batteries or parts.
- B. Verizon Wireless cannot be responsible in any way under this Warranty or Service Contract for any ancillary equipment attached to or used in connection with the Product, or for operation of the Product with any ancillary equipment. All such equipment is expressly excluded from this Warranty or Service Contract. Furthermore, Verizon Wireless cannot be responsible for any damage to the Product resulting from the use of ancillary equipment not furnished by Verizon Wireless for use with individually owned equipment.
- C. When the Product is used in conjunction with ancillary or peripheral equipment not furnished by Verizon Wireless, Verizon Wireless does not warrant and shall not supply service in connection with the operation of the Product/ peripheral combination, and Verizon Wireless will honor no warranty or service claim where the Product is used in such a combination and it is determined by Verizon Wireless that there is no fault with the Product. Verizon Wireless specifically disclaims any responsibility for any damage caused in any way by the use of product accessories and peripherals (specific examples include, but are not limited to, batteries, chargers, adapters and power supplies) when such accessories and peripherals are not furnished by Verizon Wireless.

**X. GENERAL PROVISIONS IF THIS IS A WARRANTY:**

- A. This Warranty sets forth our responsibilities regarding the Product. Replacement of the Product, as described herein, is your exclusive remedy. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES, IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. FURTHER, NO WARRANTY IS MADE AS TO COVERAGE, AVAILABILITY OR GRADE OF SERVICE PROVIDED BY VERIZON WIRELESS.
- B. IN NO EVENT SHALL VERIZON WIRELESS BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT, FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR PUNITIVE DAMAGES OR ATTORNEYS' FEES ARISING OUT OF THE USE OR INABILITY TO USE SUCH PRODUCT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.
- C. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

**XI. GENERAL PROVISIONS IF THIS IS A SERVICE CONTRACT:**

- A. This Service Contract sets forth our responsibilities regarding the Product. Replacement of the Product, as described herein, is your exclusive remedy. THIS DOCUMENT IS NOT A WARRANTY.
- B. Obligations of Verizon Wireless under this Service Contract are backed by the full faith and credit of Verizon Wireless.

**XII. OTHER RIGHTS:**

- A. This Warranty or Service Contract gives you specific legal rights. You may have additional rights that vary from state to state.
- B. Residents of Georgia and Kentucky may file a claim with Federal Insurance Co., 15 Mountain View Road, Warren, NJ 07059, directly if Verizon Wireless does not honor your claim within sixty (60) days after you filed your proof of loss. Residents of Connecticut may file a claim with Balboa Insurance Company, Suite 200, 3349 Michelson Drive, Irvine, CA 92612-8893 directly if Verizon Wireless fails to perform according to the terms hereof.
- C. Resolution of Disputes for Connecticut Residents Only: Any disputes between Verizon Wireless and residents of Connecticut arising under this Warranty shall be decided by an arbitration process. A written complaint containing a description of the dispute, the purchase price, the cost of the repair of the Product and a copy of the warranty form can be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn.: Consumer Affairs.
- D. Defective equipment must be returned or holder will be subject to a non-return fee equal to the cost of the non-promotion retail price. Subject to equipment availability at time of processing. Customer agrees to "like" device if same model is no longer available.

**SELLER:** (Entity Financially and Legally Obligated to Perform Service)

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

**VERIZON WIRELESS TECH COACH TERMS OF SERVICE**

*The Tech Coach Service is subject to the following terms and conditions (collectively "Terms" or "TOS") and to the terms and conditions of your Verizon Customer Agreement, including its MANDATORY ARBITRATION PROVISION. Please read the TOS and your Customer Agreement carefully and completely before using the Service. You may not use the Service if you disagree with the provisions of the TOS or Customer Agreement.*

**DESCRIPTION OF SERVICES.**

Tech Coach is a monthly subscription service that may be referred to as Service, Subscription Service, and Tech Coach in these TOS. The Service also may be described at [www.totalmobileprotection.com/Verizon/TechCoach/Terms](http://www.totalmobileprotection.com/Verizon/TechCoach/Terms) ("Site").

**Supported Devices.** Tech Coach Service includes remote support, as described below, for one qualifying (i) Feature Phone or Smartphone; (ii) iPhone; (iii) Laptop Connect Card or MiFi device; or (iv) Tablet Device (each, a "Supported Device"). Tech Coach Service is available to Verizon Wireless customers with a qualifying Verizon Wireless data plan and a Supported Device. A list of Supported Devices is available at [Vzw.com/TEC](http://Vzw.com/TEC) or by calling 1-800-881-2622.

Tech Coach Service requires an active Verizon Wireless account, and may require an existing and functioning high-speed/broadband Internet connection, compatible home Wi-Fi gateway/router (as applicable), and a functional/working PC with Windows XP or newer OS to receive all included services. Limited support may be available for customers with an Apple computer with Macintosh OS X, 10.4 Tiger or 10.5 Leopard and above. Wireless data usage charges may apply to the Tech Coach Service, and You are solely responsible for the payment of any wireless data usage charges.

Tech Coach includes technical and diagnostic support for the Supported Device, operating systems and software applications on, or intended to be used by, the Supported Device and connectivity issues between the Supported Device and a "Connected Device," which is a device that meets the Supported Device's connectivity specifications and runs an operating system that is supported by the Supported Device.

Tech Coach does not include: assistance with network coverage issues (for example, dropped calls/data interruptions); over-the-air updates to operating system, firmware, or other software; diagnostic support not related to the Supported Device; modification of OEM software; installation of third-party software or OEM driver not supported by the Supported Device; computer setup, support or repair; home or wireless router/modem or network setup, support or repair; peripheral setup, support or repair; installation of non-sanctioned applications; data migration from computer to computer.

**Reasonable Effort Service.** Tech Coach Services include, but are not limited to, assistance in the areas of troubleshooting, installation, configuration, and set up of certain products, devices, systems, and applications. Services do not include fundamental training needs on software packages nor programming or development support. Services are "reasonable efforts" services. This means that, if Verizon Wireless is unable to resolve your problem after making reasonable efforts, Verizon Wireless reserves the right, in our sole discretion, to end further efforts to resolve the problem. If Verizon Wireless exercises this right, you will remain liable for all service charges.

**Right to Terminate.** Verizon Wireless reserves the right to discontinue and terminate Service for abuse, excessive usage, or any other reason in its sole discretion.

**Refunds.** If Verizon Wireless exercises its right to end or terminate Service and Verizon Wireless in its sole discretion agrees to pay a refund, such refund will be limited to the one month price for the Subscription Service.

**Remote Access Application.** To receive Services, you may be required to download and run certain software applications (i) on your PC to aid in the diagnosis and/or remote diagnosis of issues and (ii) on your Supported Device to aid in the diagnosis of issues ("Software"). You are prohibited from, and expressly agree not to, copy or modify Software or other materials provided with the Service. You further agree to comply with the terms and conditions that are provided with any Software and, in the event of a conflict, such Software-specific terms and conditions will take precedence over these TOS only as to such Software.

**Other General Terms.** Verizon Wireless has limited proprietary information from vendors, manufacturers, and developers and may not have the ability to obtain the proprietary information that may be necessary to resolve a specific technical problem. Technical problems that may arise may be the result of software or hardware errors not yet resolved by the hardware or software manufacturer, in which case Verizon Wireless may not be able to resolve the problem.

Customers are encouraged to follow a practice of regularly backing up information. Verizon Wireless may, but is not required to, decline to proceed with problem resolution if Verizon Wireless determines that adequate back-up steps are not being taken. To receive the Services, you may need to perform specific actions toward resolution of the problem, such as buying cables or acquiring software.

**Representations and Authorizations by Customer.** You represent and warrant that you are an authorized user of the software on your device and/or PC and that you own or are an authorized user of any hardware or network devices you request Verizon Wireless to assist you with in association with the Services. Verizon Wireless will not assist you if you are not the authorized user of the software on your device or of all devices. You authorize Verizon Wireless to effect changes to your computer(s) and settings for your computer and other equipment as a result of providing Services.