

# Premium Handset Protection

Insurance

Warranty

T-Mobile®



Live your life.  
We've got  
you covered.

asurion

## Coverage Options

Choose the coverage that fits your lifestyle.

	Premium Handset Protection Bundle <small>(Insurance &amp; Warranty)</small>	Premium Handset Protection Insurance <small>(Insurance Only)</small>	Premium Handset Protection Warranty <small>(Warranty Only)</small>
<b>Monthly Charge</b>	\$5.99	\$4.79	\$1.99
<b>Loss</b>	Yes	Yes	No
<b>Theft</b>	Yes	Yes	No
<b>Damage</b>	Yes	Yes	No
<b>Malfunction</b>	Yes	No	Yes
<b>Deductible</b> <small>(based on phone/device in use at time of incident)</small>	See phone chart on page 4 <small>(Deductible is non-refundable)</small>		N/A
<b>Warranty Processing Fee</b>	\$0	N/A	\$0
<b>Per Claim Limit</b> <small>(based on phone/device in use at time of incident)</small>	See phone chart on page 4 <small>(2 claims in a 12 month period)</small>		N/A

## Covered Equipment

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

Should your device become lost, stolen or damaged, you're also covered for the following accessories under Premium Handset Protection Bundle or Premium Handset Protection Insurance:  
one standard battery, one standard charger, one standard earpiece, one SIM card.

## Replacement Equipment

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

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

## Cancellation Policy

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

## Why protect your wireless phone?

Premium Handset Protection provides you with:

### Peace of Mind

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

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

### Convenience

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

### Low Cost

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

## Plan A

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

(All Plan A phones are within this limit)

Motorola V188	Nokia 6030	Samsung t319
Motorola V195	Nokia 6086	Samsung t429
Motorola w490	Samsung Stripe	Samsung t439
Nokia 2610	Samsung t209	Samsung t639
Nokia 2760	Samsung t219	Samsung x495
Nokia 3220	Samsung t229	
Nokia 3555	Samsung t309	

## Plan B

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

(All Plan B phones are within this limit)

Motorola KRZR	Nokia 6101	Samsung t339
Motorola RAZR (except V3i-DG)	Nokia 6103	Samsung t509
Motorola RIZR	Nokia 6133	Samsung t519
Motorola V300	Nokia 6263	Samsung t609
Motorola V360	Nokia 6301	Samsung t619
Nokia 5300	Samsung Beat	Samsung t629
Nokia 5310	Samsung Blast	Samsung t809
	Samsung Katalyst	Samsung t819

## Plan C

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

(All Plan C phones are within this limit)

BlackBerry Pearl	BlackBerry 8700g
BlackBerry Pearl 8120	T-Mobile Sidekick iD

## Plan D

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

(All Plan D phones are within this limit)

BlackBerry Curve	T-Mobile Dash	T-Mobile Sidekick LX
BlackBerry 8800	T-Mobile MDA	T-Mobile Sidekick Slide
BlackBerry 8820	T-Mobile Shadow	T-Mobile Wing
Motorola RAZR2	T-Mobile Sidekick II (all editions)	
Motorola RAZR V3i-DG	T-Mobile Sidekick 3 (all editions)	
PalmOne Treo 600		

Non T-Mobile devices are not eligible for coverage in the Premium Handset Protection Warranty program.

There is no deductible for warranty replacements. A warranty replacement is defined as a device that experiences electrical or mechanical malfunction.

If you do not see your device listed above, please go to <http://www.phoneclaim.com/t-mobile> or call 1-866-268-7221 to check the insurance tier of your device and see if it is eligible for coverage in the warranty program.

## Filing a Claim

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

### Before You File

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

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

- Your mobile telephone number.
- The make and model of the device.

### Other required information

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

### How to file

- Call Asurion 24 hours per day, 365 days a year at 1-866-268-7221.
- Visit [www.phoneclaim.com/t-mobile](http://www.phoneclaim.com/t-mobile).

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

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

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

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

## Am I required to purchase Premium Handset Protection?

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

You may already have coverage through homeowner's insurance or other means (your wireless representative is not qualified to evaluate your existing insurance coverage). Keep in mind, if you have other coverage, the deductible you would have to pay with another insurer may be higher. Any questions regarding the coverage provided should be directed to Asurion at 1-866-268-7221.

## Account Status

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

The Premium Handset Protection Insurance program is underwritten by Liberty Mutual Insurance Company. **Note:** Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim on an application containing any false, incomplete or misleading information is guilty of insurance fraud. In Florida, such conduct is a felony of the third degree.

# Premium Handset Protection Insurance

## Terms and Conditions

T-Mobile®



Live your life.  
We've got  
you covered.

**WIRELESS COMMUNICATIONS EQUIPMENT COVERAGE TERMS AND CONDITIONS**

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 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.

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

The term "Wireless Service Provider" means the wireless carrier T-Mobile USA, 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 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 T-Mobile USA 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:

- a. The wireless device owned by you for which: 1) the unique identification number (International Mobile Equipment Identity (IMEI)), Electronic Serial Number (ESN) or Mobile Equipment ID (MEID) of such wireless device is reflected in the records of the Wireless Service Provider at the time your coverage initially became effective; and 2) for which outgoing airtime usage has been logged with the Wireless Service Provider on your account after coverage became effective; unless you have logged outgoing airtime on a different wireless phone immediately prior to the time of loss, in which case such wireless device becomes the covered property so long as: 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: Standard Battery (attached to wireless device at time of Loss if lost or stolen), Standard Charger and Standard Ear Piece which attaches to the wireless device. Accessories will only be covered when they are part of a loss to Covered Property and for which you may be required to provide a proof of purchase.

**3. Property Not Covered**

Covered Property does not include:

- a. Contraband or property used in the course of illegal transportation or trade;
- b. The value of, and the cost to research, replace or restore data, or programs 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 Asurion Insurance Services, Inc. or its designee.
- f. Any fees or charges assessed by T-Mobile USA, 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, screen savers.
- h. Wireless Equipment whose unique identification number (ESN, MEID or IMEI) has been altered, defaced or removed.
- i. Removable data storage devices.
- j. Non-standard batteries.

**4. Coverage Period**

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

**5. Coverage Territory**

We insure the Covered Property worldwide.

Any claims occurring outside the United States will be processed in the United States.

**6. Covered Causes of Loss**

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

**B. EXCLUSIONS**

1. This insurance does not apply to loss or damage caused directly or indirectly by any of the following:
  - a. **Governmental Authority**  
Seizure or destruction of property by order of governmental authority.
  - b. **Nuclear Hazard**  
Nuclear reaction or radiation, or radioactive contamination, however caused. If physical loss or damage by fire ensues, we will pay only for such ensuing loss or damage
  - c. **War**
    - (1) War, including undeclared or civil war;
    - (2) Warlike action by a military force; or
    - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

2. This insurance does not apply to loss or damage caused by or resulting from any of the following:
  - a. **Delay, Loss of Use**  
Delay, loss of use, loss of service, loss of market, or any other consequential loss or damage, including, but not limited to, loss of time, loss of profits, inconvenience or delay in repairing or replacing lost or damaged Covered Property.
  - b. **Dishonest, Intentional, or Criminal Acts**  
Dishonest, intentional or criminal acts by an Insured or by any person entrusted with Covered Property, whether acting alone or in collusion with others, with respect to his or her coverage under this insurance.
  - c. **Obsolescence**  
Obsolescence or depreciation.

- d. **Wear, Deterioration, Latent Defect**
  - (1) Wear and tear, deterioration; or
  - (2) Hidden or latent defect, including equipment design defect, or any quality in the property that causes it to damage or destroy itself.
- e. **Electrical and Mechanical Breakdown**  
Mechanical breakdown and disturbance caused by battery power or any artificially generated electrical current.
- f. **Cosmetic Damage**  
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 30 days after the time of loss or damage.
- i. **Programming, Repair Work**  
Programming, cleaning, adjusting, repairing, modifying or performing any other work upon Covered Property.
- j. **Virus**  
Computer virus or any other malicious code or similar instruction that:
  - (1) Disrupts the normal operation of the Covered Property; 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, reconditioned 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 one hundred fifty dollars (\$150.00) if your device is found in Schedule A, two hundred fifty dollars (\$250.00) if your device is found in Schedule B, three hundred fifty dollars (\$350.00) if your device found in Schedule C or one thousand dollars (\$1000.00) if your device is found in Schedule D attached hereto. These Limits of Insurance apply separately to each covered claim. 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 \$25, \$40, \$90 or \$130 depending on whether the Covered Property is found in Schedules A, B, C or D, attached hereto, and is non-refundable and is payable at the time a repair or replacement is approved by the Authorized Service Center. This Deductible will apply to each filed and approved covered claim, and does not reduce the Limit of Insurance. Only an Insured may pay the deductible.

## E. 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 T-Mobile USA 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.
3. **Notify Agent, Give Description**  
Notify Asurion Insurance Services, Inc. within 30 days of the time of loss. Give a complete description of:
  - a. The Covered Property, including telephone number, device make and model, and unique identification number (ESN, MEID or IMEI); and
  - b. How, when and where the loss or damage occurred.
4. **Protect**  
Take all reasonable steps to protect the Covered Property from further damage.
5. **Permit Inspection**  
Permit us or our Agent to inspect the damaged property. If requested, take or send the Covered Property to us 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 this Policy. In such event, the answers must be signed.
7. **Proof of Loss and Ownership**  
If required, provide:
  - a. A copy of original ownership records, such as a bill of sale.
  - b. A signed, sworn proof of loss or damage containing the information we or our Agent request to settle the claim. We may require this statement to be notarized, for which you may incur a nominal fee.
  - c. A copy of a government-issued photo identification.
  - d. Other records and documents that may be reasonably requested. These records must be provided within 30 days after our request for the documentation.
8. **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 up to three hundred dollars (\$300) 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 make available to you the approved replacement device for pick up at your Wireless Service Provider. We may also ship the approved replacement device directly to you within the United States. 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 our Asurion Insurance Services, Inc. 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 Asurion Insurance Services, Inc. may provide substitute equipment or repair the Covered Property with substitute parts, of like kind, quality and functionality, that:

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

## G. ADDITIONAL CONDITIONS

### 1. Arbitration

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

- a. 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:

- (1) This policy;
- (2) 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
- (3) 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.

- b. 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.
- c. 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).
- d. Any arbitration which the Insured attends will take place at a location within the federal judicial district that includes the Insured's billing address at the time the demand for arbitration is filed.
- e. Upon written request, we will advance to the Insured either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether the Insured or us will ultimately be responsible for these fees and may waive the Insured's fees upon a finding of economic hardship.
- f. The arbitrator shall apply relevant, substantive law and applicable statutes of limitation and shall provide written reasoned findings of fact and conclusions of law. This arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1, et. seq.
- g. If any portion of this arbitration provision is deemed invalid or

unenforceable, it shall not invalidate the remaining portions of the arbitration provision.

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

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

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

### 2. Claim Authorization and Loss Payment

We or Asurion Insurance Services, Inc. has 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 this policy by mailing or delivering to us advance written notice of cancellation.

In this event, the First Named Insured agrees to deliver notices of cancellation to all Additional Insureds 60 days prior to cancellation of their coverage, or to pay the Agent for delivery thereof.

#### b. How Additional Insureds Cancel

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

#### c. How We Cancel

- (1) We may cancel coverage for nonpayment of premium by mailing or delivering written notice of cancellation, including the actual reason for cancellation, at least 10 days before the effective date of cancellation.
- (2) When an Additional Insured's coverage has been in effect for less than 60 days, we may cancel for any reason by mailing or delivering written notice of cancellation, including the actual reason for cancellation, at least 30 days before the effective date of cancellation. We may cancel the coverage of any Additional Insured for fraud or intentional misrepresentation made in obtaining this insurance or in filing a claim under this insurance, by mailing or delivering written notice of cancellation, including the actual reason for cancellation, at least 15 days before the effective date of cancellation.
- (3) When coverage has been in effect for 60 days or more, we may cancel the coverage of any Additional Insured for fraud or intentional misrepresentation made in obtaining this insurance or in filing a claim under this insurance, by mailing or delivering written notice of cancellation, including the actual reason for cancellation, at least 15 days before the effective date of cancellation.
- (4) We also may cancel coverage for all Insureds by mailing or delivering written notice of cancellation at least 30 days before the effective date of cancellation, including the actual reason for cancellation, if:
  - (a) For any reason, we choose to stop providing this coverage for all Insureds in a given class;
  - (b) T-Mobile USA has provided monthly premium billing and

collection service and ceases to do so; or

- (c) The Agent or Asurion Insurance Services, Inc. ceases to provide its claim service.

**(5) How Notice of Cancellation Is Provided**

If there is a cancellation in accordance with Section G.3.c., notice will be sent to:

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

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

**d. Effective Date of Cancellation**

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

**e. Return Premiums, If Any**

If 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.

**4. Eligibility**

- a. To be eligible for coverage you must be a valid, active and current subscriber of T-Mobile USA.
- b. If your request for enrollment of coverage is submitted within 14 days of initial activation of the T-Mobile USA's service for the Covered Property, and you are approved by us, we cover direct loss or damage that occurs during the policy period shown in the Declarations.
- c. If your request for enrollment of coverage is submitted more than 14 days after initial activation of the T-Mobile USA's service for the Covered Property, you are not eligible for this insurance and your enrollment will be rejected; in such instance, no coverage is ever in effect.
- d. You must not have engaged in fraud or abuse with respect to this or a similar communications equipment insurance program.
- e. You must not be in breach of any material term of this 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 this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy. If notice of such changes is mailed, proof of mailing will be sufficient proof of notice.

**6. Concealment, Misrepresentation or Fraud**

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

- a. This policy;
- b. The Covered Property;
- c. The Insured's interest in the Covered Property; or
- d. A claim under this policy;

but only with respect to his or her coverage.

**7. Conformity To Statute**

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

**8. Benefit Only Available To Insureds**

No person or organization, other than an Insured, will benefit from this insurance.

**9. Legal Action Against Us**

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

- a. There has been full compliance with all the terms of this policy;
- b. The action is brought within 2 years after the 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 this policy which would broaden the Coverage under this policy without additional premium within 60 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

**11. Premiums**

- 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 this policy as of the last day of that month; and
  - (2) Will remit the monthly earned premium to us through the Agent based on that report.

The First Named Insured may request that Additional Insureds be billed for their individual units of Covered Property. In that event, the rate will be the same as the policy rate billed to the First Named Insured.

If the First Named Insured provides monthly billing and collection services for the Agent, all funds collected by the First Named Insured are our property. We may examine and audit the First Named Insured's books and records relating to such premium payments at any time during the policy period and up to three years afterward.

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

No rights and duties under this policy may be transferred.

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

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

**IMPORTANT NOTICE TO POLICYHOLDERS –  
TERRORISM RISK INSURANCE ACT OF 2002**

You are hereby notified that, under the Terrorism Risk Insurance Act of 2002, as amended, we must make terrorism coverage available if your policy covers commercial property. However, the actual coverage provided by your policy for acts of terrorism, as is true for all coverages, is limited by the terms, conditions, exclusions, limits, other provision of your policy, any endorsements to the policy and generally applicable rules of law.

Any terrorism coverage provided by this policy may be partially reimbursed by the United States Government under a formula established by Federal Law. If applicable, under this formula, the United States Government will pay 85% of covered terrorism losses exceeding a statutorily established deductible paid by insurers until such time as insured losses reach the \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses. If that occurs, your coverage may be reduced.

You will not be required to pay a premium for terrorism coverage at this time. If a premium is going to be charged for terrorism coverage, we will provide you with advance notification of what that premium will be.



# Premium Handset Protection Warranty

Service Contract

T-Mobile®



Live your life.  
We've got  
you covered.

## Premium Handset Protection Warranty

Premium Handset Protection Warranty provides protection against malfunctions or failures due to defects in materials or workmanship or normal wear and tear during and after the manufacturer's warranty period. The service contract, provided by Asurion, ensures that you are reconnected quickly and conveniently.

The manufacturer's warranty generally provides coverage for the first 6 – 12 months of ownership. After that, your equipment is not protected if it fails or malfunctions. And if you do have a problem with your equipment during the manufacturer's warranty period, it could take several days to replace your defective equipment. The enhanced warranty program provides expedited service; you will typically receive your replacement equipment within two days.

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

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

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



### PREMIUM HANDSET PROTECTION WARRANTY

Coverage For Manufacturer's Defect and Mechanical Breakdown  
In this Premium Handset Protection Warranty service contract (hereinafter referred to as "Contract"), the terms "We," "Us," "Our" and "Obligor" individually and collectively refer to: (1) Asurion Warranty Services, Inc., in states or jurisdictions where it is the Obligor; (2) Asurion Florida Warranty Services, Inc., in states or jurisdictions where it is the Obligor, or (3) T-Mobile USA in states or jurisdictions where it is the Obligor. See Section 13 for a jurisdiction-by-jurisdiction Obligor listing. The terms "You" and "Your" refer to the purchaser of this Contract. Your T-Mobile USA wireless telephone number for the Covered Product is Your Contract number. This Contract is not an insurance policy.

THIS CONTRACT CONTAINS A BINDING ARBITRATION REQUIREMENT.  
PLEASE SEE SECTION 12.  
SEE SECTION 15 FOR SPECIAL STATE VARIATIONS AND DISCLAIMERS.

#### 1. COVERAGE.

Subject to the terms and conditions of this Contract, if the Covered Product under this Contract fails to operate properly due to defects in materials or workmanship, or normal wear and tear, during the time this Contract is in effect, We will replace the Covered Product. We will not provide repair service under this Contract, only product replacement. All products replaced under this Contract shall become the property of the Obligor. In order to obtain the coverage specified above, You must:

- a) call 1-800-937-8997 within 30 days of the date Your Covered Product first fails to operate and receive replacement authorization; and
- b) return the original Covered Product as directed within 15 days from the date that replacement authorization is issued.

Parts and service covered under any manufacturer's recall or warranty will be provided under that recall or warranty, as applicable. In neither circumstance will coverage be provided under this Contract. Purchase of this Contract is not required in order to purchase or obtain financing for the Covered Product.

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

#### 2. ELIGIBILITY.

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

#### 3. REPLACEMENT PRODUCTS.

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

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

- a) **Payment.** Your monthly cost for this Contract will be shown on Your monthly bill ("Bill") from T-Mobile USA. You agree to pay the amount shown on Your monthly Bill for wireless service each month when invoiced by T-Mobile USA on the same terms and conditions as set forth under Your T-Mobile USA subscriber agreement.
- b) **Required Deductible/Processing Fee Per Replacement.** There is no deductible or processing fee.
- c) **Failure to Return Equipment/Non-return Charge.** Covered Product approved for replacement must be returned to Us at Our shipping expense in the return mailer included with Your replacement product. You must return the Covered Product as directed by Us, or pay the non-returned equipment charge applicable to the model of Covered Product that We replace. **YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE COVERED PRODUCT AS DIRECTED.**
- d) **Replacement Claims:** Credit Card Block Preauthorization; 15-Day Determination Period; Payment for Replacement Product in Case of Invalid Claim.
  - i. When a Covered Product is replaced as described in Section 1 (Coverage), You preauthorize Us to place a block on Your credit card for a period of 15 days for an

invalid claim deposit in an amount based on the model of the replacement product.

- ii. In the event that We determine within this 15-day determination period that Your request for a replacement product is invalid under this Contract, We will charge the amount of the invalid claim deposit to Your credit card and return Your original Covered Product to You. You may return the replacement product to Us for a full refund of the invalid claim deposit within 30 days from the date Your credit card is charged, so long as it is in new condition.

**e) Identity of Service Contract Seller.** Your service contract seller is the entity that sold You this Contract, as named on the sales receipt or confirmation of enrollment.

#### **5. PREVENTATIVE MAINTENANCE.**

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

#### **6. LIMITATIONS OF COVERAGE.**

This Contract does not cover the following:

- a) Products owned or operated outside any state or territory of the United States, the District of Columbia or Canada.
- b) Any defects that existed prior to the purchase of this Contract.
- c) Products used for rental purposes.
- d) Damage or other product failure due to causes beyond the Obligor's control such as abuse, loss, theft, fire, flood, wind, lightning, freezing, power failure, power reduction, unusual atmospheric conditions and similar fortuitous events.
- e) Non-functional parts or defects, such as cosmetic defects, trim parts, etc.
- f) Preventative maintenance.
- g) Batteries, chargers and car kits.
- h) Data lost, corrupted, damaged or otherwise unusable.
- i) Accessories that are non-essential to the functioning of the product.
- j) Software including, but not limited to, personalized data or customized software, such as personal information managers (PIMs), ring tones, games or screen savers.
- k) Incidental or consequential damages.
- l) Wireless communication devices that are not purchased from T-Mobile USA or its authorized dealers. For a list of eligible devices, please visit [www.phoneclaim.com/tmobile/](http://www.phoneclaim.com/tmobile/). To find a T-Mobile retail or authorized dealer location, please visit [www.t-mobile.com/StoreLocator/](http://www.t-mobile.com/StoreLocator/).

#### **7. TERM AND RENEWAL.**

This Contract will take effect immediately on the date on which charges are first applied as indicated on Your Bill (the "Issue Date") and the Obligor will provide the coverage described in Section 1 for a period of 30 days thereafter.

An outbound billable call from the product covered under this Contract is required after the Issue Date for the Covered Product to be eligible for replacement in the event of a covered failure.

You understand and agree that this Contract will be automatically renewed for successive 30-day periods on a continuous basis unless You or We terminate this Contract pursuant to Section 9. No party is obligated to renew this Contract. Prices, conditions and limitations of this Contract may change upon renewal and We will advise You of any changes 30 days prior to the Contract's renewal. By purchasing this Contract, You agree that You may be called or sent written information regarding renewals and upgrade plans.

#### **8. TRANSFERABILITY.**

This Contract is nontransferable by You.

#### **9. TERMINATION AND REFUNDS.**

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

#### **10. LIMITATION OF LIABILITY.**

NEITHER ASURION FLORIDA WARRANTY SERVICES, INC., ASURION WARRANTY SERVICES, INC. NOR T-MOBILE USA AND ITS AFFILIATES AND SUBSIDIARIES OR ANY OF THEIR CONTRACTORS OR LICENSEES ARE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE,

LOST TIME OR DATA, LOSS OF USE OF A COVERED PRODUCT, OR ANY OTHER DAMAGES RESULTING FROM THE BREAKDOWN OR FAILURE OF A COVERED PRODUCT, OR FROM DELAYS IN REPLACEMENT OF A COVERED PRODUCT.

#### **11. ADMINISTRATOR.**

The administrator of this Contract is Asurion Warranty Services, Inc., P.O. Box 110656, Nashville, TN 37222, phone: 1-866-268-7221 (in Florida, the administrator of this Contract is Asurion Florida Warranty Services, Inc., P.O. Box 110656, Nashville, TN 37222, phone 1-866-268-7221.) You understand and agree that the Contract is an agreement between You and the Obligor. When the administrator and the Obligor differ, You further understand and agree that the administrator has no liability pursuant to the Contract or to You, other than submitting the payment and necessary paperwork relating to this Contract.

#### **12. ARBITRATION.**

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

Any and all claims, disputes or controversies of any nature whatsoever (whether in contract, tort, or otherwise, including statutory, common law, fraud, other intentional tort, property and equitable claims) arising out of, relating to, or in connection with (1) this Agreement, (2) the relationships which result from this Agreement, including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement or this arbitration provision or (3) the validity, scope or enforceability of this arbitration provision or the entire Agreement ("Claim") shall be resolved, on an individual basis without resort to any form of class action or class arbitration, by final and binding arbitration before a single arbitrator. (Notwithstanding the Dispute Resolution provision of this contract, You may, at Your option, still take Your Claim to small claims court, on an individual, non class action basis, instead of requesting an arbitration.) All arbitration shall be administered by the American Arbitration Association ("AAA") in accordance with its Wireless Industry Rules and Procedures in effect at the time the Claim is filed. The Rules and Procedures, as well as forms and information on arbitration in general may be obtained by calling 1-800-778-7879, or by visiting AAA's Web site at [www.adr.org](http://www.adr.org). Any arbitration which You attend will take place at a location within the federal judicial district that includes Your billing address at the time the Claim is filed. Upon written request, We will advance to You either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether You or We will ultimately be responsible for these fees. The arbitrator shall apply relevant, substantive law and applicable statutes of limitation and shall provide written reasoned findings of fact and conclusions of law. This arbitration Agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1, et. seq. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the arbitration provision. YOU AND WE UNDERSTAND AND AGREE THAT BECAUSE OF THIS ARBITRATION CLAUSE NEITHER YOU NOR WE WILL HAVE THE RIGHT TO GO TO COURT, OR TO HAVE A JURY TRIAL, OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM. YOU MAY, HOWEVER, AT YOUR OPTION, PURSUE YOUR CLAIM ON AN INDIVIDUAL BASIS IN SMALL CLAIMS COURT INSTEAD OF REQUESTING ARBITRATION.

#### **13. OBLIGOR.**

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

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

#### **14. INSURANCE COVERAGE.**

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

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

#### **ARIZONA CUSTOMERS:**

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

**ARKANSAS CUSTOMERS:**

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

**CALIFORNIA CUSTOMERS:**

The arbitration provision contained herein does not prohibit a California resident from following the process to resolve complaints as outlined in the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process, You may contact BEAR at 1-800-952-5210, or You may write to Department of Consumer Affairs, 3485 Orange Grove Avenue, Suite A, North Highlands, California 95660, or You may visit their website at [www.Bear.ca.gov](http://www.Bear.ca.gov).

**CONNECTICUT CUSTOMERS:**

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

**FLORIDA CUSTOMERS:**

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

**GEORGIA CUSTOMERS:**

You and We understand and agree that any claim must first be submitted to non-binding arbitration pursuant to procedures set forth in Section 12 of this Contract. Any suit brought will be subject to a stay of the proceeding pending arbitration. Should the attempt to resolve the claim through arbitration prove unsuccessful, then You or We will have the right to submit a claim to a court in the county in which You reside. If this contract is terminated prior to its expiration, We will not deduct claims paid from any refund owed. We may only terminate this Contract before the end of the monthly contract term on the grounds of nonpayment, material misrepresentation or in the event of fraud. The termination shall be in writing and shall conform to the requirements of Georgia Code § 33-24-44. Subsection 6.b. of the Limitations of Coverage section of this Contract is replaced by the following: Any defects known to You that existed prior to the purchase of this Contract.

**MONTANA CUSTOMERS:**

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

**NEVADA CUSTOMERS:**

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

**NEW HAMPSHIRE CUSTOMERS:**

Contact Us at 1-866-268-7221 with, questions, concerns, or complaints about the program. In the event You do not receive satisfaction under this Contract, You may contact the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301, telephone number: 1-603-271-2261.

**NEW MEXICO CUSTOMERS:**

This Contract may not be terminated before the end of the monthly Contract term without providing You with written notice at least 15 days prior to the effective date of termination. No Contract that

has been in effect for at least 70 days may be terminated by the Obligor before the expiration of the agreed term or 1 year after the Issue Date of the Contract, whichever occurs first, except on the following grounds: (a) failure by the holder to pay an amount due; (b) conviction of the holder of a crime which results in an increase in the service required; (c) discovery of fraud or material misrepresentation by the holder in obtaining the Contract, or in presenting a claim for service thereunder; (d) discovery of: (1) an act or omission by the holder; or (2) a violation by the holder of any condition of the Contract, which occurred after the Issue Date of the Contract and which substantially and materially increases the service required under the Contract; or (e) a material change in the nature or extent of the required service which occurs after the Issue Date of the Contract and which causes the required service to be substantially and materially increased beyond that contemplated at the time that the Contract was issued or sold.

If this Contract is terminated by the Obligor You will not be charged a termination fee. If this Contract is terminated prior to its expiration, no deductions for prior repair or replacement services will be made to Your refund. If You terminate this Contract, You will be charged a termination fee equaling 10% of the purchase price of this Contract or \$25.00, whichever is less.

**NORTH CAROLINA CUSTOMERS:**

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

**OKLAHOMA CUSTOMERS:**

Section 9. Termination and Refunds is deleted and replaced with the following: You may terminate this Contract at any time for any reason by contacting Us in writing at: Cancellation Department, P.O. Box 110656, Nashville, TN 37222. In the event this Contract is terminated by You, return of the purchase price will be based upon 90% of the unearned pro rata monthly charge. In the event the Contract is canceled by the Obligor, return of the purchase price will be based upon 100% of unearned pro rata monthly charge. THIS CONTRACT IS NOT ISSUED BY THE MANUFACTURER OR WHOLESALE COMPANY MARKETING THE PRODUCT. THIS CONTRACT WILL NOT BE HONORED BY SUCH MANUFACTURER OR WHOLESALE COMPANY. Any termination, cancellation, suspension, interruption or discontinuation of Your wireless communications service with T-Mobile USA for any reason constitutes cancellation of the Program by You, subject to the terms and conditions of this Contract.

**SOUTH CAROLINA CUSTOMERS:**

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

**TEXAS CUSTOMERS:**

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

**WASHINGTON CUSTOMERS:**

If the Obligor fails to pay or provide service on a claim after proof of loss has been filed, You are entitled to make a claim directly against Liberty Mutual Insurance Company, 175 Berkley Street, Boston, Massachusetts, 02116 1-617-357-9500 under the Liberty Mutual Policy and are not required to wait 60 days.

**WEST VIRGINIA CUSTOMERS:**

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

**WISCONSIN CUSTOMERS:**

THIS AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. In order to obtain the replacement coverage specified in Section 1, You must call 1-800-937-8997 within 1 year of the date Your product first fails to operate. There is no administrator for this Contract in Wisconsin. If this Contract is terminated prior to its expiration, no deductions will be made to Your refund. Section 12 of this Contract regarding arbitration is deleted. You may, however, at Your option, request Us to arbitrate Your claim pursuant to the procedures set forth in Section 12.

**WYOMING CUSTOMERS:**

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



Form 1900

Rev. 08/08

**T-Mobile USA Monthly Agreement**

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

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

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