

**APPELLANT’S REHEARING REQUEST  
APPEAL NO. 19-070 – 2620 Laguna Street)**

Honorable BOA President Swig, Vice-President Lazarus, and Commissioners Honda, Tanner, and Santacana:

Appellant respectfully requests a rehearing by all commissioners and reversal of this Board’s August 28, 2019 decision by three commissioners denying Appeal No. 19-070, on **grounds that**:

(1) New facts have arisen which if known at the time of the hearing could have affected the outcome of the appeal; and (2) That in denying the appeal and in conducting the hearing the Board erred by failing to follow the 2003 San Francisco Precautionary Principle Ordinance, and the T-Mobile Supreme Court decision to give benefit of remaining health and environmental safety uncertainties to vulnerable citizens rather than to giant corporations.

**1. Important Newly Discovered Evidence of Verizon Fraud.** On Thursday August 29th Appellant discovered previously unknown documentary evidence that Verizon (and AT&T) are *knowingly* selling products and installing antennas that **pollute**; that their retail cell phone plans exclude “pollutant” losses from customer insurance and define “pollutants” to include: *artificially produced electric fields, magnetic field, electromagnetic field, electromagnetic pulse, sound waves, microwaves, and all artificially produced ionizing or non-ionizing radiation and waste.*” (See EXHIBIT A)

Granting permits for dangerous pollution *without informed consent* of vulnerable victims would constitute civil or criminal dereliction of City agency duties to promote public welfare and prevent harm under various laws and rules. Moreover, insofar as densely hazardous 5G wireless emitters are admittedly being experimentally unleashed on humanity *without any prior safety tests*, any official City complicity in fostering such 5G technology would violate vulnerable victims’ human rights under unambiguous Nuremberg Code prohibitions against non-consensual experimentation on Humans. (See EXHIBIT B)

**2. The BOA was misadvised about application and interpretation of the 2003 San Francisco precautionary principle ordinance in health and safety cell tower permit appeals.** The Precautionary

Principle Ordinance applies to *selection of all City “products, services, operations or plans”*, not to just non-essential wireless technologies. (See EXHIBIT C) It was never preempted by previous 1996 FCC regulations, and City implementation of fundamental ordinance requirements is mandatory, not discretionary. Any uncertainty must be resolved in favor of protecting San Franciscans’ public health and safety.

**Reasons For Granting Rehearing and Appeal.**

Preliminary Statement. The following explanations and legal arguments are made to educate the Board, not to criticize it. Appellant appreciates all Commissioners’ generous pro bono service to our community, and their burden of evaluating often-massive materials submitted by appellants and respondents. However, Appellant respectfully believes that the Commissioners have been misled by erroneous legal advice contradicting their need to apply the San Francisco precautionary principle ordinance in all wireless antenna permit appeals about public health and safety.

Newly Discovered Evidence Confirms Verizon Fraud. Appellant’s Appeal Brief and his oral presentation at the August 28<sup>th</sup> hearing cited thousands of unbiased worldwide scientific studies confirming dangers of existing wireless cell tower technologies. Also it observed that commercial liability insurers have long refused to cover EMF health risks, as too dangerous. Further Appellant cited Verizon’s annual SEC disclosures to shareholders that, without admitting health dangers, warn of potentially large corporate losses from lawsuits alleging adverse health effects of their products. The day after the hearing, on Thursday August 29<sup>th</sup>, Appellant fortuitously discovered previously unknown documentary evidence that Verizon (and AT&T) are *knowingly* selling products and installing cell towers that **pollute**. (See EXHIBIT A)

While watching an online expert interview, Appellant learned that Verizon and AT&T retail cell phone plans exclude “pollutant” losses from customer insurance; and that they define “pollutants” to include: *artificially produced electric fields, magnetic field, electromagnetic field, electromagnetic pulse, sound waves, microwaves, and all artificially produced ionizing or non- ionizing radiation and waste.*” (See EXHIBIT A)

Many laws prohibit intentional release of harmful pollutants. Moreover, justifiable fear of harm from

such pollutants can constitute a criminal or civil assault or battery. All San Francisco Departments, Boards and agencies are legally obligated to *protect* the public health and safety. Hence, they cannot knowingly approve projects or products that threaten vulnerable citizens with serious or irreversible harm from pollution.

Permitting dangerous pollution ***without informed consent*** of potential victims would constitute dereliction of a city agency's duties under various laws and rules, including the precautionary principle ordinance, which *requires prevention of harm* and resolution of scientific uncertainty to protect people and their environment, not giant corporations.

The Precautionary Principle Ordinance Unquestionably Applies to Wireless Network Health Dangers.

Highly credible worldwide independent scientific studies now raise **indisputable** doubts about health, safety, and alleged technological justifications for further employment of existing wireless network technologies. Only industry captured agencies or organizations still brazenly allege complete safety or technological superiority of wireless cell tower networks. So these independent scientific studies unquestionably and overwhelmingly invoke local application of the San Francisco precautionary principle ordinance, which requires that "Where threats of serious or irreversible damage to people or nature exist, lack of full scientific certainty about cause and effect shall not be viewed as sufficient reason for the City to . . . prevent the degradation of the environment or protect the health of its citizens." (See EXHIBIT C)

Further BOA delay in applying the Precautionary Principle Ordinance is inappropriate.

We need not be health or engineering experts to readily realize that further dense expansion of existing wireless networks is unjustifiably dangerous, and probably criminal. For example, two years ago California's Legislature passed SB 649 an industry bill allowing virtually unlimited wireless antenna density, despite opposition from 300 cities, Teamsters, AARP, Environmental Working Group, Environmental Health Trust, Communications Workers of America, the League of Cities, California Brain Tumor Association, leaders of 47 out of 58 California counties, and many more environmental and justice groups.

Governor Jerry Brown vetoed SB 649 after reading a very brief letter to him from 18 world-renowned

scientists, stating that: “There is a substantial body of evidence that this technology is harmful to humans and the environment. ... Of particular concern are the most vulnerable among us -- the unborn, children, the infirm, the elderly and the disabled. It is also expected that populations of bees and birds will drastically decline. .... Our children are not just our progeny but also the future of our state and our country. Keeping them safe must be a priority.” (See EXHIBIT D)

Based on overwhelming independent scientific evidence already well-known to this Board, Appellant respectfully urges the BOA to immediately invoke and follow the San Francisco precautionary principle ordinance, to deny the 2620 Laguna Street 7,000 watt cell tower permit, without waiting for a long-delayed Health Department wireless risk update.

At the August appeal hearing the BOA erred by failing to follow the Precautionary Principle Ordinance. The 2003 Ordinance applies to *selection of all City “products, services, operations or plans”*, not just to non-essential wireless technologies. (See EXHIBIT C). But respondents Verizon and DPW incorrectly contended that 1996 FCC safety guidelines, preempted the later 2003 precautionary principle ordinance encompassing city selection of all products and services. And they further incorrectly represented to this Board that the obviously mandatory fundamental requirements of Environmental Code 100-101, are made discretionary by Environmental Code 104, which applies only to individual city employees.

Though Environmental Code 104 apparently exempts individual city employees from personal legal liability for their good faith decisions, it does not excuse them or their agencies from prioritizing and protecting public health and safety by following fundamental requirements of Environmental Code 100-101. Thus it does not permit them to disdainfully exclude all public participation and notification while privately communicating only with corporate proponents about dangerous wireless projects that probably will seriously or irreversibly harm public health and safety of adjoining owners and occupants. Moreover, in opposing this cell tower appeal Verizon and DPW ignored overwhelming scientific evidence that 1996 FCC thermal safety

guidelines are so scientifically and morally invalidated that they threaten, rather than protect, health and safety.

Apart from erroneous Verizon and DPW oppositions, and 2019 invalidity of immoral 1996 FCC guidelines, the city attorney's alleged fear of a Verizon law suit if the BOA fails to uphold cell tower permits cannot justify the City's utter abandonment of its legal duty to protect vulnerable citizens from serious and irreversible harms from which they cannot protect themselves. This is particularly true where Verizon's threatened hazardous harms would clearly constitute violation of human rights under Nuremberg Code proscriptions against non-consensual experimentation on Humans, especially our innocent and vulnerable children. (See EXHIBIT B)

More dangerous wireless cell towers are unnecessary; there are much safer, faster and economically superior alternatives. Appended as EXHIBIT E is an outline of an important expert study commissioned and published by the National Institute for Science, Law and Public Policy, titled: ["Re-Inventing Wires: The Future of Landlines and Networks"](#) and authored by communications technology expert Dr. Timothy Schoechle, PhD, an international consultant in computer engineering and standardization. Dr. Schoechle says that millions of new densely placed 4G LTE antennas and experimental 5G millimeter wave antennas **are not needed**. He explains that, instead of expanding wireless telecommunications, the U.S. should invest in hard-wired telecommunications infrastructure to support economic growth, bridge the digital divide **and diminish risks to security, privacy, public health and the environment.**

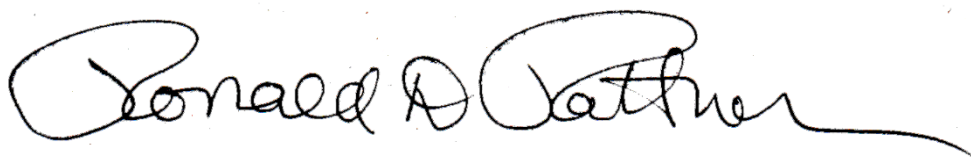
Based on the best available science, the precautionary principle ordinance explicitly **"requires the selection of the alternative that presents the least potential threat to human health and the City's natural systems... including the alternative of doing nothing"**. However, until now the Article 25 agencies have failed to examine alternatives to wireless with the least potential impact on human health and the environment, such as fiber optics, which can now afford Bay Area residents the fastest Internet connections in the entire USA. (PC Magazine, "Fastest ISPs of 2019" <https://www.pcmag.com/article/369142/the-fastest-isps-of-2019> )

**Conclusion.** Article 25 City departments materially violated the clear mandatory language and intent of the “precautionary principle” ordinance as well as the T-Mobile aesthetics decision in permitting construction of a hazardous 7,000 watt, 60 foot Verizon 4G cell tower atop an unsightly PG&E power pole at 2620 Laguna Street, a Tier B zoning protected location on an “excellent view” street – only twelve feet away from an 82 unit high-rise view condominium building at 1998 Broadway, and directly across the street from 2000 Broadway, a 200-unit rental apartment building in an extremely high-density residential area with many young children, pregnant women, elderly people and others diagnosed with debilitating chronic diseases.

Based on overwhelming independent scientific evidence already well-known to this Board, Appellant respectfully urges the BOA to immediately invoke and follow the San Francisco precautionary principle ordinance, and to deny the 2620 Laguna Street permit, without waiting for a long-delayed Health Department wireless risk update. Such a BOA permit reversal decision is not merely permitted, but required by indisputable facts and moral imperatives that we honor Life and Nature over psychopathic corporate greed to prevent harm and thereby save countless lives and needless sufferings.

**WHEREFORE:** Appellant respectfully requests that the BOA grant this Rehearing Request and grant this Appeal on the legal and moral grounds heretofore explained.

Respectfully submitted,

A handwritten signature in black ink that reads "Ronald A. Rattner". The signature is written in a cursive, flowing style with a long horizontal line extending to the right.

Ron Rattner, JD,  
Appellant and Retired San Francisco Attorney

**Schedule of Exhibits**

**EXHIBIT A:** Verizon and AT&T “pollution” definitions re EMFs and microwaves

**EXHIBIT B:** Nuremberg Code prohibitions against experimentation on humans

**EXHIBIT C:** San Francisco Precautionary Principle Ordinance – highlights

**EXHIBIT D:** September 19, 2017 letter from 18 health experts to Governor Brown urging SB 649 veto

**EXHIBIT E:** Outline of expert study “Re-Inventing Wires: The Future of Landlines and Networks”



# Long live your phone.

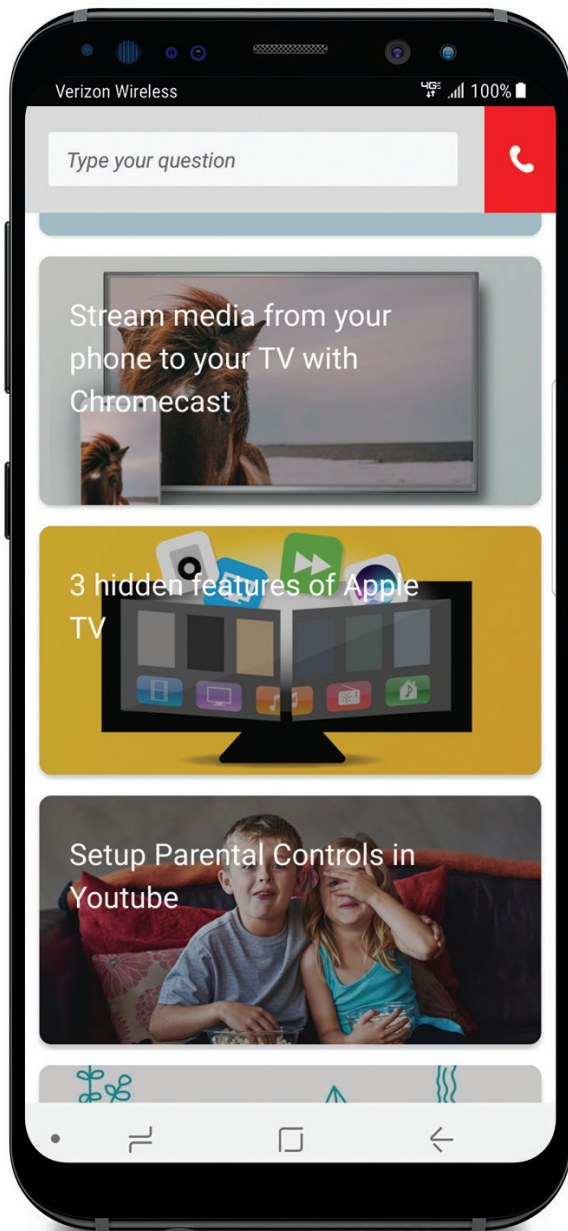
With Total Mobile Protection.



asurion 

verizon 

# When life happens we've got you covered. Get Total Mobile Protection.



## Why you'll love being covered:

### Fast cracked screen repair.

Enjoy access to coast-to-coast screen repair options, for select smartphones and subject to parts availability, by having a repair technician come to you, mailing your device in or visiting one of our authorized cracked screen repair locations.<sup>1</sup> In most cases, in-store and on-site repairs are completed same day, and mail-in repairs are ready within five business days of receipt.

### Next-day replacement.

If your screen can't be repaired, or your device is lost, stolen, damaged (including liquid) or has a post-warranty defect, we'll send you a replacement device as soon as the next day, even on Saturday.

### Expert Tech Coach support.

Get more from your devices with one-tap access to live Tech Coach experts who can help you transfer content, optimize your device performance, troubleshoot error messages and connect with wireless networks and other smart accessories in and out of your home. Download the Tech Coach app from your app store to get started.<sup>2</sup>



### International benefits.

When traveling internationally, in many destinations you'll get expedited claim fulfillment for replacements. Or, for select smartphones, you'll be quickly reimbursed for cracked screen repairs that come with a 12-month Asurion warranty for the device once the repair is completed.<sup>3</sup>

## Add Total Mobile Protection today.

<sup>1</sup> Visit [phoneclaim.com/verizon](http://phoneclaim.com/verizon) to check eligibility and the repair option(s) available in your area.

<sup>2</sup> The Tech Coach app collects data from the user's device to facilitate certain Tech Coach services, including but not be limited to the Tap-to-Call, Tap-to-Chat and device optimization and insights functionalities. This data is used solely for Tech Coach services. For complete details, see the Tech Coach terms of service. Device must be on and within the Verizon Wireless Data Network Coverage Area for the Tech Coach app to function. Data usage applies for download and use. The self-help and proactive support functionalities are available at no charge for eligible devices.

<sup>3</sup> Claim fulfillment options vary based upon location and availability.<sup>3</sup>



**Download the Tech Coach  
app by texting "TMP" to  
867867.**



# Equipment Protection Details and coverage options

## Total Mobile Protection (TMP)

Coverage Options	Single Device	Multi-Device <sup>1</sup>	Additional Coverage <sup>1</sup>
<b>Monthly charge</b>	\$10 Basic Devices and Tablets \$13 Smartphones, iPhones and Watches	\$39/account	\$9/additional line
<b>Max number of insurance claims (WPP) in 12 months</b> Equipment claim maximum – \$400 or \$2,000, depending on device.	3	9 shared claims	3 additional shared claims/ additional line

**TMP and TMP Multi-Device are a combination of multiple products, each of which is available separately: Wireless Phone Protection, Verizon Extended Warranty, and Verizon Tech Coach.**

### Wireless Phone Protection\* (WPP)

<b>Coverage</b>	Loss, theft, and damage
<b>Replacement deductible</b>	\$19/\$89/\$149/\$199
<b>Cracked screen repair<sup>2</sup> deductible</b>	\$29 (Only available on select smartphones subject to parts availability.)

### Verizon Extended Warranty (EW)

<b>Coverage</b>	Unlimited replacement devices provided for post-warranty defects. (Florida customers: refer to footnote 3.)
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### Verizon Tech Coach

<b>Coverage</b>	Tech support for the covered device(s) and virtually anything they connect to. All devices on TMP Multi-Device accounts have access to Tech Coach.
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### Additional Information

<b>Cancellation policy</b>	You can cancel your coverage at any time and receive a prorated refund of your monthly fee.
<b>Replacement devices</b>	Replacement device could be new or refurbished.

**Products Available Separately.** TMP and TMP Multi-Device are combinations of multiple products, each of which is available separately: WPP \$3/mo. for Basic Devices and Tablets or \$6.75/mo. for Smartphones, iPhones and Watches; EW \$3/mo. for all device types; and Verizon Tech Coach \$7/mo. You may also purchase Total Equipment Coverage (TEC) for \$5/mo. for Basic Devices and Tablets or \$9/mo. for Smartphones, iPhones and Watches. TEC is a combination of 2 products, each of which is available separately: WPP \$3/mo. for Basic Devices and Tablets or \$6.75/mo. for Smartphones, iPhones and Watches; and EW \$3/mo.

<sup>1</sup> Lost, stolen or damaged phone replacements are provided by Wireless Phone Protection (WPP), which is insurance coverage underwritten by Liberty Insurance Underwriters Inc. (New York, NY) or one of its insurance company affiliates; in Florida, WPP includes coverage for post-warranty defects (deductible applies). Asurion Insurance Services, Inc. (in California, Agent License #0B35141; in Iowa, Agent License #1001000131), is the Agent and provides the claims servicing under this program. Except in Florida, replacements for post-warranty defects are provided through the Verizon Wireless Extended Warranty program; the obligor of the Extended Warranty program is Verizon Wireless Services, LLC.

**Covered and Replacement Equipment.** If your device is lost, stolen or damaged, your accessories are covered too—one each of the following if applicable to your device: standard battery, standard car charger, standard case, standard home charger, standard earbud, and standard wrist band of like kind and quality to the band received at time of purchase. See Section A(2)(c) of your insurance policy for a list of all accessories covered. 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 refurbished. You may also receive generic accessories with lost, stolen or damaged claims.

<sup>1</sup> \$39/mo. gives you coverage for 3 lines on your account. You can purchase Additional Coverage for \$9/mo. per line (max of 7 additional lines). You'll receive 3 more shared claims per 12 mo. for your account per additional line covered.

<sup>2</sup> To determine if your device is eligible for cracked screen repair, go to [phoneclaim.com/verizon](http://phoneclaim.com/verizon).

<sup>3</sup> Verizon Wireless Extended Warranty (EW) program is not available in Florida; in Florida, coverage for post-warranty defects is provided by the insurance program (deductible and claim limit apply).

## How to join.

To enroll, call 1.800.256.4646 or visit a Verizon Wireless store. You only have 30 days from activation/upgrade to enroll.

## Filing a claim is painless.

You can file your claim online in minutes and get reconnected quickly whether your device is lost, stolen or damaged. Eligibility for cracked screen repair is determined during the claims process.

### File a claim for a lost, stolen or damaged device:

- Visit [verizonwireless.com/TMP](http://verizonwireless.com/TMP), call Asurion Insurance Services, Inc. at 1.888.881.2622 or log on to your My Verizon account
- If travelling internationally, call 615.647.3364
- All claims must be filed within 90 days of incident

### 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

**Just for clarity:** You don't need to purchase insurance coverage to purchase or lease your device or activate your Verizon Wireless service. You may already have coverage under your homeowners insurance or other means. Unless otherwise licensed, Verizon Wireless associates are not qualified or authorized to evaluate the adequacy of your existing insurance coverages. Questions regarding this program should be directed to Liberty Insurance Underwriters Inc. licensed agent, Asurion Insurance Services, Inc. at 1.888.881.2622. 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 may include a fee payable to Asurion Insurance Services, Inc.

Your coverage applies to the device being used on your mobile number (for TMP Multi-Device, coverage applies to devices you have registered for coverage). If you change devices, your deductible or premium could change. Please see the sample list of devices in this brochure.

**Arbitration:** WHILE WE TRY AND RESOLVE DISPUTES, 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.

**Fraud:** 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.

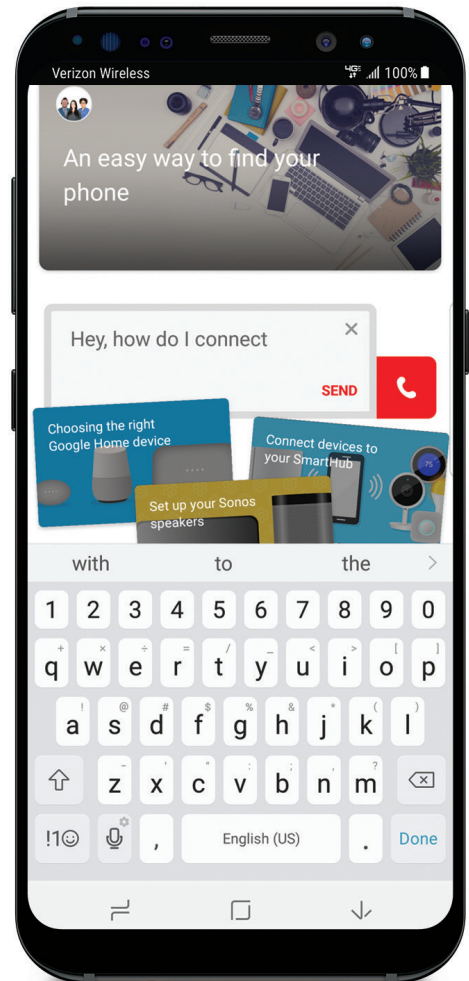
## Expert tech help, always a tap away.

Verizon Tech Coach is included with Total Mobile Protection to help you get more from your device.

- U.S.-based support for your device and virtually anything connected to it
- Quick, one-tap access to reach a Tech Coach within seconds
- Helpful device tips personalized for you



Text "TMP" to 867867 to download the Tech Coach app after enrolling in Total Mobile Protection.



# Deductible amounts

## Replacement deductibles for select devices:

Smartphones, iPhones and Watches	
Deductible	Sample of devices
<b>\$19</b>	LG Gizmo Pal 2, Samsung Galaxy J3 V, Samsung Galaxy J7 V, Samsung Galaxy Core Prime, LG K20 V
<b>\$89</b>	Apple® iPhone® 5S 16 GB, Apple® iPhone® SE (16 GB, 64 GB), Apple® iPhone® 5C 16 GB, Apple® iPhone® 6 (16 GB, 64 GB), Apple® Watch Series 3 GPS + Cellular (Aluminum Case), Apple® Watch Nike+ GPS + Cellular, Gear S2, Gear S2 Classic, Motorola Droid Maxx 2, Motorola Moto Z Play, Samsung Galaxy Note 4, Samsung Galaxy S4, Samsung Galaxy S5
<b>\$149</b>	Apple® iPhone® 6 Plus (16 GB, 64 GB), Apple® iPhone® 6S (16 GB, 32 GB, 64 GB, 128 GB), Apple® iPhone® 6S Plus 16 GB, Apple® iPhone® 7 (32 GB, 128 GB), Apple® iPhone® 8 64 GB, Motorola Droid Turbo 2, Motorola Moto Z Force Droid, Samsung Galaxy Note 5 32 GB, Samsung Galaxy S6 32 GB, Samsung Galaxy S7 32 GB, Samsung Galaxy S7 edge 32 GB, Samsung Galaxy S8 64 GB, Samsung Galaxy S9 64 GB, Google Pixel 2 (64 GB, 128 GB)
<b>\$199</b>	Apple® iPhone® 6S Plus (64 GB, 128 GB), Apple® iPhone® 7 Plus (32 GB, 128 GB, 256 GB), Apple® iPhone® 8 256 GB, Apple® iPhone® 8 Plus (64 GB, 256 GB), Apple® iPhone® X (64 GB, 256 GB), Samsung Galaxy S8+ 64 GB, Samsung Galaxy S9+ 64 GB, Google Pixel 2 XL (64 GB, 128 GB)

Basic Devices and Tablets	
Deductible	Sample of devices
<b>\$19</b>	Jetpack MiFi6620L, Verizon Ellipsis 8 Tablet, Ellipsis 10 Tablet
<b>\$89</b>	Google Nexus 7, G Pad X8.3, Apple iPad Wifi 32 GB
<b>\$149</b>	Apple® iPad® Wifi 128 GB, Samsung Galaxy Tab S2
<b>\$199</b>	Apple® iPad® Pro 128 GB, Apple® iPad® Pro 12.9 (64 GB, 256 GB, 512 GB), Apple® iPad® Pro 10.5 (64 GB, 256 GB, 512 GB)

Cracked Screen Repair	
Deductible	
<b>\$29</b>	<b>NOTE: Repair is available on select smartphones and subject to parts availability. To check availability, go to <a href="http://phoneclaim.com/verizon">phoneclaim.com/verizon</a>.</b>

\$69 and \$249 deductible tiers do not apply to any device models at this time but may be used in the future.

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

DROID is a trademark of Lucasfilm Ltd. and its related companies. Used under license. Apple, Apple logo, iPad, and iPhone are trademarks of Apple Inc., registered in the U.S. and other countries.

All other trademarks, service marks, and product brands that appear herein are the property of their respective owners.

The following is a generalized description of the Policy.

## LIBERTY INSURANCE UNDERWRITERS INC. WIRELESS COMMUNICATIONS EQUIPMENT COVERAGE INSURANCE POLICY

Various provisions in the 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 Insurance Underwriters Inc. that is providing the 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 Verizon Wireless, who is the First Named Insured, providing the Covered Property.

### A. COVERAGE

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

#### 1. Who Is Covered

##### a. First Named Insured

The First Named Insured is 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 the Covered Property which he, she or it owns (references herein to “Insured” refer collectively to “First Named Insured” and “Additional Insured”). Requests for coverage for Additional Insureds are subject to our approval.

(1) Line Based Coverage provides coverage for Covered Property associated with a specific enrolled mobile number active on the Additional Insured’s account for wireless communication service with the Wireless Service Provider.

(2) Account Based Coverage means coverage for the device in use on any mobile telephone number you have registered for coverage and that is active on the Additional Insured’s account for wireless communication service with the Wireless Service Provider. For coverage to exist on any device, the Additional Insured must have registered the mobile telephone number on which the device is used for Account Based Coverage.

When a mobile telephone number is removed from the Additional Insured’s account with the Wireless Service Provider, coverage ceases immediately for any Covered Property associated with that mobile telephone number.

#### 2. Covered Property

Covered Property means only the mobile wireless communications equipment as follows:

**a. If you have subscribed to Line Based Coverage:** Covered Property means the wireless device owned by you for which: 1) the unique identification number (International Mobile Equipment Identity (IMEI)), Electronic Serial Number (ESN), or Mobile Equipment ID (MEID) of such wireless device is reflected in the records of the Wireless Service Provider at the time your coverage initially became effective; and 2) 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. If you have subscribed to Account Based Coverage:** When you purchase Account Based Coverage (Total Mobile Protection Multi-Device), unless you purchase additional coverage, you receive three enrolled mobile numbers (i.e., three units of coverage), each of which can be assigned to one mobile telephone number in use on your account with the Wireless Service Provider. To assign one of your units of coverage (i.e., an enrolled mobile number) to one of your mobile telephone numbers, you must register (with either Asurion or the Wireless Service Provider) the mobile telephone number on which you want coverage to apply.

When you assign an available enrolled mobile number to a mobile telephone number on your account, the device in use on the registered (i.e., assigned) mobile telephone number becomes Covered Property so long as the device: a) is in use on a mobile telephone number that is registered under an enrolled mobile number, b) is owned by you; c) the device’s unique identification number (International Mobile Equipment Identity (IMEI)), Electronic Serial Number (ESN), or Mobile Equipment ID (MEID) is reflected in the records of the Wireless Service Provider; and d) outgoing airtime usage has been logged by the device with the Wireless Service Provider on your account after your account was enrolled in Total Mobile Protection Multi-Device. If you change devices in use on a registered mobile telephone number, the new device becomes the Covered Property in place of the previous device so long as the requirements of this paragraph are met. Unless you are eligible for and purchase additional units of coverage, you may only register three (3) mobile telephone numbers for coverage. If you purchase additional units of coverage, each additional unit of coverage you purchase allows one (1) additional mobile telephone number on your account to be registered. Please consult the Total Mobile Protection Multi-Device protection brochure or contact Asurion or the Wireless Service Provider regarding enrolled mobile number coverage or mobile telephone number registration.

**c. The following applies to both Line Based coverage and Account Based coverage:** 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 Apple Watch accessories as part of an Apple Watch loss: one standard wrist band (attached to device at time of loss if lost or stolen) of like kind and quality to the band received at



time of purchase (not to include bands purchased separate from the watch), one standard adapter, and one standard charging cable.

### 3. Coverage Period

Coverage is provided for the policy period shown in the Declarations subject to Section G.4.b.

### 4. Coverage Territory

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

### 5. Covered Causes of Loss

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

In the State of Florida, the above paragraph A.5. is replaced in its entirety by the following:

### 5. Covered Causes of Loss

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

### 6. Property Not Covered

Covered Property does not include:

- a. Contraband or property in the course of illegal transportation or trade.
- b. Data, meaning information input to, stored on, or processed by the Covered Property. This includes documents, databases, messages, licenses, contact information, passwords, books, games, magazines, photos, videos, ringtones, music, and maps.
- c. Proprietary electronic devices included with automobile systems and any motor vehicle or watercraft original or after-market equipment or accessories, whether or not permanently installed, including any antenna or wiring.
- d. Property that has been entrusted to (including property in-transit) others for any service, repair or replacement, other than the Authorized Service Center or its designee.
- e. Nonstandard Software, meaning software other than Standard Software. "Standard Software" means the operating system pre-loaded on or included as standard with the Covered Property from the manufacturer.
- f. Wireless Equipment whose unique identification number (including serial number, ESN, MEID, IMEI or similar unique identification number) has been altered, defaced or removed.
- g. Nonstandard External Media, meaning physical objects on which data can be stored but which are not integrated components of the Covered Property required for it to function. This includes data cards, memory cards, external hard drives, and flash drives. Nonstandard External Media does not include Standard External Media. "Standard External Media" means physical objects on which data can be stored and that came standard in the original packaging with the Covered Property from the manufacturer but which are not integrated components of the Covered Property required for it to function.
- h. Any property you lease, rent or hold for others.
- i. Any other equipment or accessories not described as Covered Property.
- j. Batteries (unless otherwise covered as a covered accessory when part of a loss to other Covered Property).

## B. EXCLUSIONS

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

### 1. Governmental Authority

Seizure or destruction of property by order of governmental authority.

### 2. Nuclear Hazard

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

### 3. War

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

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

### 4. Delay, Loss of Use

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

### 5. Electrical and Mechanical Breakdown

Failure of Covered Property to operate due to a faulty part or workmanship or normal wear and tear when operated according to the manufacturer's instructions.

The above paragraph B.5. is deleted in Florida and not replaced.

### 6. Dishonest or Criminal Acts

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

### 7. Obsolescence

Obsolescence or depreciation.

### 8. Recall or Design Defect

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

### 9. Cosmetic Damage

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

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

### 10. 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.

### 11. Late Claims

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

### 12. Programming, Repair Work

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

### 13. Virus

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

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

### 14. 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.

### 15. Intentional Loss or Damage

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



## 16. Pollution

The discharge, dispersal, seepage, migration or escape of pollutants. Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals, artificially produced electric fields, magnetic field, electromagnetic field, sound waves, microwaves, and all artificially produced ionizing or non-ionizing radiation and/or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

## 17. Fees or Charges

Any fees or charges assessed by Verizon Wireless, whether the charges incurred are legitimate or fraudulent.

## 18. Failure to Mitigate

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

## 19. Vermin

Insects, rodents, or other vermin.

## C. LIMITS OF INSURANCE

1. The most we will spend in any one occurrence to repair or replace Covered Property is either: four hundred dollars (\$400) if the Covered Property is found in Schedule A or Schedule E; or two thousand dollars (\$2,000) if the Covered Property is found in Schedules B, C, D, F, G, H, I, J, K, L, M, N, O, or P. This Limit of Insurance applies separately to each claim.
2. When Line Based Coverage is chosen by the Additional Insured, each Additional Insured is limited to three (3) losses in any consecutive 12 month time period, including losses incurred during any prior consecutive policy period. When this limit is exhausted, coverage will cease immediately and we will notify the Additional Insured that coverage has ceased and no future premiums are due.
3. When Account Based Coverage is chosen by the Additional Insured, the maximum number of losses in any consecutive 12 month time period, including losses incurred during any prior consecutive policy period, for each Additional Insured's account is limited to nine (9) approved claims. If you are eligible for and purchase additional coverage, each line of additional coverage you purchase allows three (3) additional approved claims beyond the initial nine (9) approved claim limit.

The applicable Aggregate Limit is determined based on the total number of enrolled mobile numbers on an Additional Insured's account with the Wireless Service Provider at the time coverage for the Additional Insured begins. If during the coverage period, the Additional Insured adds or removes enrolled mobile numbers from their account with the Wireless Service Provider, the Aggregate Limit will automatically adjust after completion of each covered claim based on the total number of enrolled mobile numbers on their account immediately after completion of the claim. If the number of losses in the prior 12 month time period equals or exceeds the Aggregate Limit applicable after completion of the claim, coverage will cease immediately.

When this limit is exhausted, we will notify the Additional Insured that coverage has ceased and no future premiums are due.

## D. DEDUCTIBLE

The Deductible is either \$19, \$89, \$149, \$199, \$19, \$89, \$149, \$199, \$19, \$89, \$149, \$199, \$29, \$29, \$69, or \$249 depending on whether the Covered Property is found in Schedule A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, or P and is non-refundable and is payable at the time a loss is approved by the Agent. This Deductible will apply to each filed and approved covered claim, and does not reduce the Limit of Insurance. Only an Insured may pay the Deductible.

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

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

### 1. Suspend Wireless Service

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

### 2. Notify Police

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

### 3. Notify Agent, Give Description

Notify the Asurion Insurance Services, Inc. within 90 days of the time of loss.

Give a complete description of:

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

### 4. Protect

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

### 5. Permit Inspection

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

### 6. Statement Under Oath

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

### 7. Proof of Loss and Ownership

If required, provide:

- a. Proof of ownership, such as a bill of sale, receipt, proof of purchase or warranty exchange.
- b. A signed, sworn proof of loss or damage containing the information we or our Agent request to settle the claim. We may require this statement to be notarized, for which you may incur a nominal fee.
- c. A copy of government-issued photo identification.
- d. Other records and documents that may be reasonably requested. These records must be provided within 30 days after our request for the documentation.

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

The Additional Insured is required to return the damaged property including, if coverage is provided under the policy, property that suffered mechanical and electrical breakdown, to the Authorized Service Center or other designated location.

If the replacement equipment is sent to you, you will be provided a prepaid shipping label and envelope in which to return the damaged property.

Disposal of the damaged Covered Property other than by returning it to the Authorized Service Center, or other location designated by us, requires the prior consent of us or our Agent.

If the damaged Covered Property is not returned as directed within 15 days of the receipt of the replacement equipment, a Non-Return Fee as applicable to the model of Covered Property, not to exceed three hundred dollars (\$300) may be charged to the Additional Insured.

Any recovery of lost or stolen property will accrue entirely to our benefit.

## 9. Take Delivery

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

## F. OUR DUTIES IN EVENT OF LOSS

### 1. When We Repair or Replace

If a claim is made, we or Asurion 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. receives all the information requested from the Insured presenting the claim.

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

### 2. Our Options

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

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

## G. ADDITIONAL CONDITIONS

### 1. Arbitration Agreement

**Please read this Arbitration Agreement carefully. It affects your rights.** Most of your concerns about the policy can be addressed simply by contacting us at 1.888.881.2622. In the unlikely event we cannot resolve any disputes, including any claims under the policy, that you or we may have, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH EITHER BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND TO PARTICIPATE IN CLASS ARBITRATIONS AND CLASS ACTIONS.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury. It has more limited discovery than in court and is subject to limited review by courts. Arbitrators can award the same damages and relief that a court can award.

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

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

in small claims court or from informing any federal, state or local agencies or entities of your dispute. Such agencies or entities may be able to seek relief on your behalf.

If you or we intend to seek arbitration you and we must first send to the other a written Notice of Claim ("Notice") by certified mail. Your Notice to us should be addressed to: Legal Department, P.O. Box 110656, Nashville, TN 37222. The Notice must describe the dispute and state the specific relief sought. If you and we do not resolve the dispute within 30 days of receipt of the Notice, you or we may initiate an arbitration proceeding with the American Arbitration Association ("AAA"). You can obtain the forms necessary to initiate an arbitration proceeding by visiting [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. After we receive notice that you have commenced arbitration, we will reimburse you for payment of any filing fee to the AAA. If you are unable to pay a required filing fee, we will pay it if you send a written request by certified mail to: Legal Department, P.O. Box 110656, Nashville, TN 37222. The arbitration shall be administered by the AAA in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "Arbitration Rules") in effect at the time the arbitration is initiated and as modified by this Arbitration Agreement. You can obtain a copy of the Arbitration Rules by visiting [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879.

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

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

To the extent either declaratory or injunctive relief is sought in the arbitration, such relief can be awarded only to the extent necessary to provide the relief warranted by a party's individual claim. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE**

**PROCEEDING.** Unless you and we agree otherwise, the arbitrator may not consolidate the dispute of another person with your or our dispute and may not preside over any form of a representative or class proceeding. If this specific provision of this Arbitration Agreement is found to be unenforceable, then the entirety of this Arbitration Agreement shall be null and void.

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

We or Asurion 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 we or our Agent gives the Insured other specific directions. In no event will Insureds be entitled to reimbursement for any out-of-pocket expenses.

## **3. Cancellation**

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

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

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

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

- (1) We may cancel an Additional Insured under the policy upon fifteen (15) days notice or other period as required by law for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.
- (2) We may cancel an Additional Insured under the policy immediately or other period as required by law:
  - (a) for nonpayment of premium;
  - (b) if the Additional Insured ceases to have an active service with the First Named Insured; or,
  - (c) if the Additional Insured exhausts the Aggregate Limit of liability, if any, under the terms of the policy and we send notice of cancellation to the Additional Insured within thirty (30) calendar days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue notwithstanding the Aggregate Limit of liability until we send notice of cancellation to the Additional Insured.

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

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

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

Notices made pursuant to Section G.3.b. and c. shall be in writing and include the actual reason for cancellation and the effective date of cancellation. The coverage will end on that date.

Notices may be mailed or delivered to the First Named Insured at its mailing address. Notices may be mailed or delivered to the affected Additional Insureds' last known mailing or electronic addresses on file with us.

We or the First Named Insured shall maintain proof of mailing in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. We or the First Named Insured may comply with Section G.3.b. and c. by providing such notice or correspondence to the First Named Insured or its Additional Insureds by electronic means. If accomplished through electronic means, we or the First Named Insured shall maintain proof that the notice or correspondence was sent.

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

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

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

## **4. Eligibility**

- a. To be eligible for coverage you must 1. be a valid, active and current subscriber of your Wireless Service Provider; 2. not have engaged in fraud or abuse with respect to this or a similar communications equipment insurance program; and 3. not be in breach of any material term of the policy, including but not limited to failure to return damaged Covered Property when requested in conjunction with a loss.
- b. If you request enrollment of coverage and your request is approved by us, your coverage is retroactive to the date of your application. The successful completion of a test call to the Covered Property may be required prior to our approval. Eligibility for enrollment after initial activation may be subject to limitations.

## **5. Changes**

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

## **6. Concealment, Misrepresentation or Fraud**

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

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

## **7. Conformity To Statute**

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

## **8. Benefit Only Available To Insureds**

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

## **9. Legal Action Against Us**

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

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

## **10. Liberalization**

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

## **11. Premiums**

- a. The First Named Insured is responsible for the payment of all premiums.



- b. Within fifteen days after the end of each month, the First Named Insured:
- (1) Will report to the Agent the total number of Covered Property units that were covered under the policy as of the last day of that month; and
  - (2) Will remit the monthly premium to us through the Agent based on that report.
- For Line Based Coverage, the monthly premium will be calculated by multiplying the Monthly Premium Rate per unit of Covered Property by the total number of such units.
- For Account Based Coverage, the monthly premium will be calculated by summing the applicable Monthly Premium Rates for accounts enrolled in Account Based Coverage.
- c. The First Named Insured may request that Additional Insureds be billed for the Monthly Premium Rate applicable to their Covered Property.
- If the First Named Insured provides monthly billing and collection services for the Agent, all funds collected by the First Named Insured are our property.

We may examine and audit the First Named Insured's books and records relating to such premium payments and reporting at any time during the policy period and up to three years afterward.

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

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

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

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

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### Not Insurance or Service Contract VERIZON WIRELESS TECH COACH TERMS OF SERVICE

Your use of Verizon Wireless Tech Coach ("Services") is subject to the Tech Coach Terms of Service described below; Your use is also subject to the Verizon Wireless Customer Agreement, which is available at [www.verizonwireless.com](http://www.verizonwireless.com). Please read both the Tech Coach Terms of Service and the Verizon Wireless Customer Agreement, and do not use the Services if You disagree with them. Additional information about the Services is available at [www.verizonwireless.com](http://www.verizonwireless.com).

**Supported Devices & Use of Services.** The Services are available for devices associated with each line enrolled in either the Total Mobile Protection or Tech Coach programs ("Supported Devices"). To use the Services, You must have an active Verizon Wireless account and a Supported Device, and You must provide Us with the wireless number associated with Your Supported Device when seeking Services. Data usage charges may apply to the Services, and You are solely responsible for their payment. In some circumstances, You may need to supply or purchase additional equipment or software to receive the full benefit of the Services, and You are responsible for the cost of that equipment or software.

**Scope of the Services.** The Services include: (a) technical support for Your Supported Device and the operating systems and software applications on it; and (b) technical support for the use of Your Supported Device with other devices and services manufactured to be compatible with Your Supported Device or intended to be connected to it. The Services do not include: (a) activation of Your Supported Device; (b) assistance with wireless network coverage issues, such as dropped calls/data interruptions; (c) facilitating or activating over-the-air updates to operating systems, firmware, or other software on Your behalf; (d) diagnostic support unrelated to Your Supported Device; (e) modification of Original Equipment Manufacturer ("OEM") software; (f) installation of third-party software or OEM drivers not supported by the Supported Device; (g) setup, support or repair of computers, peripherals or home or wireless routers, modems or networks; (h) installation of non-sanctioned applications; or (i) data migration from computer device to computer device; or (j) assistance with specialized devices related to medical care, including but not limited to emergency assistance/first responder devices.

**Tech Coach Mobile Application.** The Services also include access to the Tech Coach Mobile Application ("App") that is provided to You directly by Asurion Mobile Applications, LLC. The App provides several functions, including access to the Services through click-to-call, click-to-chat, self-help information, and educational notifications; and may at a future date provide other functions including backup of photos and videos and password management and other device and identity security features. The App is subject to a separate end-user license agreement available at [www.phoneclaim.com/verizon/techcoachapp/terms/](http://www.phoneclaim.com/verizon/techcoachapp/terms/), which is independent of the Tech Coach Terms of Service and Verizon Wireless Terms of Service.

**Backup of Software and Data.** You are responsible for backing up the software or data stored on Your Supported Device and other devices included in the Services. Verizon Wireless is not responsible for any loss, alteration or corruption of any software or data, and We may decline to provide Services to You if it is determined that You have not taken appropriate back-up measures.

**Commercially Reasonable Efforts.** Verizon Wireless will use commercially reasonable efforts to provide the Services. This means that if We are unable to resolve Your issue after making commercially reasonable efforts, We have the right and discretion to refuse to take further efforts to do so. Additionally, in some instances, We may have limited information from vendors, manufacturers and developers, and We may not have the ability to obtain the proprietary or other information required to resolve Your issue. Some technical problems that You encounter may be the result of software or hardware errors not yet resolved by the vendors, manufacturers or developers of that software or hardware, in which case We may not be able to resolve Your issue. In those circumstances, You still are liable for any fees or charges associated with the Services.

**Remote Access Applications.** To receive Services, You may be required to run certain software applications on Your Supported Device and other devices included in the Services ("Software"). The Software may include tools that allow Verizon Wireless to access Your devices and any content stored thereon

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### DISCLOSURE – TERRORISM RISK INSURANCE ACT

In accordance with the Terrorism Risk Insurance Act, including all amendments, ("TRIA" or the "Act"), we are required to provide you with a notice of the portion of your premium attributable to coverage for "certified acts of terrorism," the federal share of payment of losses from such acts, and the limitation or "cap" on our liability under the Act.

**Disclosure of Premium:** The Company has made available coverage for "certified acts of terrorism" as defined in the Act. If purchased, the portion of your premium attributable to coverage for "certified acts of terrorism" is shown in the Declarations, Declarations Extension Schedule or elsewhere by endorsement in your policy.

**Federal Participation In Payment Of Terrorism Losses:** If an individual insurer's losses from certified acts of terrorism exceed a deductible amount specified in the Act, the federal government will reimburse the insurer for the Federal Share of losses paid in excess of the deductible, but only if aggregate industry losses from such acts exceed the "Program Trigger". The Federal Share and Program Trigger by calendar year are: Calendar Year 2015: Federal Share 85% - Program Trigger \$100,000,000. Calendar Year 2016: Federal Share 84% - Program Trigger \$120,000,000. Calendar Year 2017: Federal Share 83% - Program Trigger \$140,000,000. Calendar Year 2018: Federal Share 82% - Program Trigger \$160,000,000. Calendar Year 2019: Federal Share 81% - Program Trigger \$180,000,000. Calendar Year 2020: Federal Share 80% - Program Trigger \$200,000,000.

**Cap On Insurer Participation In Payment Of Terrorism Losses:** If aggregate insured losses attributable to "certified acts of terrorism" exceed \$100 billion in a calendar year and we have met our deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. Nor shall Treasury make any payment for any portion of the amount of such losses that exceeds \$100 billion. In such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

remotely. You agree to comply with the terms applicable to the Software, and in the event of a conflict between those terms and the Tech Coach Terms of Service and the Verizon Wireless Customer Agreement, the Software-specific terms control with regard to the Software only. You acknowledge and agree that You will not copy or modify the Software or any other materials provided to You in connection with the Services.

**Representations and Authorizations.** When seeking service, You represent that You are the owner or an authorized user of the Supported Device or other devices included in the Services, as well as any software thereon, and We reserve the right to refuse to provide Services to You, if We determine that You are not the owner or authorized user. When seeking service, You: (a) expressly consent to Tech Coaches remotely accessing Your Supported Device, other devices included in the Services and any data, videos, pictures, text messages or other content thereon; and (b) expressly authorize Tech Coaches to effect changes to Your devices, to the extent necessary to provide the Services, and You acknowledge and agree that such changes may be permanent and irreversible.

**Passwords.** If You know or suspect that the passwords associated with or stored on Your Supported Device have been available to or accessed by anyone as a result of Your use of the Services, You should immediately change or reset those passwords.

**Claim Limitation.** Subject to the Arbitration provision in your Verizon Wireless Customer Agreement and unless otherwise allowed by applicable law, any claim related to the Services shall be brought within one year of the events giving rise to the claim. Failure to assert any such claim during that time results in the claim being forever barred.

**Right to Terminate.** Verizon Wireless reserves the right to suspend or terminate Your use of the Services at any time and for any reason, including for abuse, excessive usage or failure to pay any fees or charges associated with the Services. We also reserve the right to change the scope or extent of the Services at any time and for any reason. Any refund of fees or charges associated with the Services that We may agree to pay in such circumstances will be limited to the fees You paid in the prior month for the Services. If You wish to terminate Your access to the Services, please contact Us by calling (800) 922-0204 or visiting [www.verizonwireless.com](http://www.verizonwireless.com).

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## SERVICE CONTRACT

### I. FEE:

You will be billed a monthly fee in the amount of \$3.00, in advance, to receive this Service Contract. If you purchase this protection as a part of a Total Equipment Coverage program bundle which has a monthly charge of \$5.00 or \$9.00, the monthly fee for this Service Contract, which is included in the total charge for the protection program, will be \$2.00 or \$2.25, respectively. If you purchase this protection as a part of a Total Mobile Protection program bundle which has a monthly charge of \$10.00 or \$13.00, the monthly fee for this Service Contract, which is included in the total charge for the protection program, will be \$2.00 or \$2.25, respectively. If you purchase this protection as a part of a Total Mobile Protection Multi-Device program bundle which has a monthly charge of \$39.00, the monthly fee for this Service Contract, which is included in the total charge for the protection program, will be \$5.55 for the first three lines (each additional covered line is \$1.85). The fee for this Service Contract is based on the equipment protection program you select.

Verizon Wireless may change the monthly charge, the administration, or the terms and conditions of this Service Contract from time to time upon thirty (30) days written notice to you. Your continued payment of the charges, after such notice, constitutes your acceptance of any changes. If you change your protection program selection, the fee may change. PLEASE REFER TO SECTION XI. OF THIS SERVICE CONTRACT FOR STATE SPECIFIC PROVISIONS THAT MAY APPLY TO YOU.

### II. WHAT THIS SERVICE CONTRACT COVERS:

If there is a defect (including pre-existing) in the material and/or workmanship of your individually owned wireless device (hereinafter the "Product"), and the Product has been subject only to normal use and service, Verizon Wireless

agrees to replace the Product at no charge, as long as you return it in accordance with the terms of this Service Contract. The replacement device you receive may be a new or reconditioned device of equal or comparable value to the Product. Non-original manufacturer's parts may be used in reconditioned devices. All Products replaced by Verizon Wireless shall become the property of Verizon Wireless. THIS SERVICE CONTRACT COVERS THE WIRELESS DEVICE ONLY AND NOT ITS ACCESSORIES OR REMOVABLE BATTERY, INCLUDING THOSE CONTAINED WITHIN THE ORIGINAL PACKAGE.

### III. WHAT THIS SERVICE CONTRACT DOES NOT COVER:

- A. Defects or damage resulting from use of the Product in other than its normal and customary manner;
- B. Defects or damage from misuse, accident or neglect;
- C. Defects or damage from improper operation, maintenance, installation, adjustment or any alteration or modification of any kind;
- D. Products disassembled or repaired in such a manner as to adversely affect performance or prevent adequate inspection and testing to verify any claim;
- E. Products with labels removed or illegible serial numbers;
- F. Defects or damage due to spills of or immersion in food or liquid;
- G. Scratches on all plastic surfaces and externally exposed parts resulting from normal use;
- H. Damage resulting from normal wear and tear; and/or
- I. Defects or damage covered by the original equipment manufacturer's warranty.

### IV. HOW LONG THIS SERVICE CONTRACT LASTS:

Verizon Wireless will provide the benefits described in Paragraph II. beginning on the date your Verizon Wireless service is activated on the Product and the services under this Service Contract are added to your account, and will continue to provide such benefits on a month-to-month basis for as long as you subscribe to this program or for the duration of your continuous active service with Verizon Wireless using the Product, whichever occurs first. Activation will be deemed to be no later than fifteen (15) days from the date of delivery of the Product to you, the owner.

### V. HOW TO GET YOUR REPLACEMENT DEVICE UNDER THIS SERVICE CONTRACT:

To receive your replacement device, present your Product to any Verizon Wireless retail location. Alternatively, you may call 1.866.406.5154 (toll free from a landline phone). If the Product is determined to be defective, whether that determination is made over the phone or in-store, Verizon Wireless will ship your replacement device directly to you. Once you receive your replacement device, you must return your defective Product to Verizon Wireless in the shipping package we include with the replacement device within five (5) days. If you do not return your defective Product or if you return a Product that is not covered pursuant to Section III of this Service Contract, you will be charged up to the full retail price of the replacement device, which may exceed \$800.00. However, if you are notified by us that your Product is damaged due to something that is not covered by this Service Contract, you may return the replacement device to Verizon Wireless in the shipping package they came in to avoid being charged the value of the replacement device. Replacement devices and accessories returned must be in like-new condition to avoid being charged a fee.

### VI. YOUR OBLIGATIONS UNDER THIS 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.

### VII. HOW AND WHEN YOU OR WE MAY TERMINATE THIS SERVICE CONTRACT:

Subject to any State Specific Requirements set forth in Section XI., we may terminate this Service Contract at any time. You may terminate this Service Contract at any time by visiting any Verizon Wireless retail location and requesting cancellation, by calling 1.866.406.5154 (toll free from a landline



phone), or by visiting the MyVerizon page at verizonwireless.com. If your wireless service with Verizon Wireless is terminated or expires for any reason, you will be deemed to have terminated this Service Contract. If Verizon Wireless terminates this Service Contract, you will receive a prorated refund of the most recent monthly fee paid. Cancellation of this Service Contract by Verizon Wireless will be effective no less than thirty (30) days after you receive notice of cancellation. The notice will state the effective date of and reason for cancellation. If you terminate this Service Contract within thirty (30) days of activation of service or other authorized enrollment under this Service Contract plan, whichever is later, and no claim has been made hereunder you will receive a full refund of any amounts paid for it. If you cancel this Service Contract within this time period, we will provide you with a refund no later than thirty (30) days after you notify us that you wish to cancel. If we do not provide the refund to you within 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 the refund is not provided to you. If you terminate this Service Contract more than thirty (30) days after activation of service or other authorized enrollment under this Service Contract plan, whichever is later, or if a claim has been paid during that period, you will receive a prorated refund of the most recent monthly fee paid.

#### **VIII. OTHER CONDITIONS:**

- A. This Service Contract is extended to the original owner only and may not be assigned or transferred to a subsequent owner. This is Verizon Wireless' complete Service Contract for your Product. Verizon Wireless assumes no obligation or liability for additions or modifications to this Service Contract unless made in writing and signed by an officer of Verizon Wireless. Verizon Wireless does not warrant the installation, maintenance or service of the equipment, accessories, removable batteries or parts.
- B. Verizon Wireless is not responsible in any way under this 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 Service Contract. Furthermore, Verizon Wireless is not 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 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.
- D. IN NO EVENT SHALL VERIZON WIRELESS BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT OR ANY REPLACEMENT PRODUCT PROVIDED HEREUNDER, 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.

#### **IX. GENERAL PROVISIONS:**

- 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 OR INSURANCE.
- B. Obligations of Verizon Wireless under this Service Contract are backed by the full faith and credit of Verizon Wireless.

#### **X. OTHER RIGHTS:**

- A. This Service Contract gives you specific legal rights. You may have additional rights that vary from state to state.
- B. YOU AND VERIZON WIRELESS BOTH AGREE TO RESOLVE DISPUTES REGARDING THIS SERVICE CONTRACT ONLY BY ARBITRATION OR IN SMALL CLAIMS COURT. THERE'S NO JUDGE OR JURY IN ARBITRATION, AND THE PROCEDURES MAY BE DIFFERENT, BUT AN ARBITRATOR CAN AWARD YOU THE SAME DAMAGES AND RELIEF, AND MUST HONOR THE SAME TERMS IN THIS SERVICE CONTRACT, AS A COURT WOULD. IF THE LAW ALLOWS FOR AN AWARD OF ATTORNEYS' FEES, AN ARBITRATOR CAN AWARD THEM TOO. WE ALSO BOTH AGREE THAT:
  - (1) THE FEDERAL ARBITRATION ACT APPLIES TO THIS AGREEMENT. EXCEPT FOR SMALL CLAIMS COURT CASES THAT QUALIFY, ANY DISPUTE THAT IN ANY WAY RELATES TO OR ARISES OUT OF THIS SERVICE CONTRACT OR FROM ANY EQUIPMENT, PRODUCTS AND SERVICES YOU RECEIVE FROM US (OR FROM ANY ADVERTISING OF THIS SERVICE CONTRACT OR FOR ANY SUCH PRODUCTS AND SERVICES), INCLUDING ANY DISPUTES YOU HAVE WITH OUR EMPLOYEES OR AGENTS, WILL BE RESOLVED BY ONE OR MORE NEUTRAL ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") OR BETTER BUSINESS BUREAU ("BBB"). YOU CAN ALSO BRING ANY ISSUES YOU MAY HAVE TO THE ATTENTION OF FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCIES, AND IF THE LAW ALLOWS, THEY CAN SEEK RELIEF AGAINST US FOR YOU.
  - (2) UNLESS YOU AND VERIZON WIRELESS AGREE OTHERWISE, THE ARBITRATION WILL TAKE PLACE IN THE COUNTY OF YOUR BILLING ADDRESS. FOR CLAIMS OVER \$10,000, THE AAA'S WIRELESS INDUSTRY ARBITRATION ("WIA") RULES WILL APPLY. IN SUCH CASES, THE LOSER CAN ASK FOR A PANEL OF THREE NEW ARBITRATORS TO REVIEW THE AWARD. FOR CLAIMS OF \$10,000 OR LESS, THE PARTY BRINGING THE CLAIM CAN CHOOSE EITHER THE AAA'S RULES FOR CONSUMER DISPUTES OR THE BBB'S RULES FOR BINDING ARBITRATION OR, ALTERNATIVELY, CAN BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT. YOU CAN GET PROCEDURES, RULES AND FEE INFORMATION FROM THE AAA (WWW.ADR.ORG), THE BBB (WWW.BBB.ORG) OR FROM US. FOR CLAIMS OF \$10,000 OR LESS, YOU CAN CHOOSE WHETHER YOU'D LIKE THE ARBITRATION CARRIED OUT BASED ONLY ON DOCUMENTS SUBMITTED TO THE ARBITRATOR, OR BY A HEARING IN PERSON OR BY PHONE.
  - (3) THIS AGREEMENT DOESN'T ALLOW CLASS OR COLLECTIVE ARBITRATIONS EVEN IF THE AAA OR BBB PROCEDURES OR RULES WOULD. NOTWITHSTANDING ANY OTHER PROVISION OF THIS SERVICE CONTRACT, THE ARBITRATOR MAY AWARD MONEY OR INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM. NO CLASS OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL THEORIES OF LIABILITY OR PRAYERS FOR RELIEF MAY BE MAINTAINED IN ANY ARBITRATION HELD UNDER THIS SERVICE CONTRACT. ANY QUESTIONS REGARDING THE ENFORCEABILITY OR INTERPRETATION OF THIS PARAGRAPH SHALL BE DECIDED BY A COURT NOT THE ARBITRATOR.
  - (4) IF EITHER OF US INTENDS TO SEEK ARBITRATION UNDER THIS SERVICE CONTRACT, THE PARTY SEEKING ARBITRATION MUST FIRST NOTIFY THE OTHER PARTY OF THE DISPUTE IN WRITING AT LEAST 30 DAYS IN ADVANCE OF INITIATING THE ARBITRATION. NOTICE TO VERIZON WIRELESS SHOULD BE SENT TO VERIZON WIRELESS DISPUTE RESOLUTION MANAGER, ONE VERIZON WAY, VC52N061, BASKING RIDGE, NJ 07920. THE NOTICE MUST DESCRIBE THE NATURE OF THE CLAIM AND THE RELIEF BEING SOUGHT. IF WE ARE UNABLE TO RESOLVE OUR DISPUTE WITHIN 30 DAYS, EITHER PARTY MAY THEN PROCEED TO FILE A CLAIM FOR ARBITRATION. WE'LL PAY ANY FILING FEE THAT THE AAA OR BBB CHARGES YOU FOR ARBITRATION OF THE DISPUTE. IF YOU PROVIDE US WITH SIGNED WRITTEN NOTICE THAT YOU CANNOT PAY THE FILING FEE, VERIZON WIRELESS WILL PAY THE FEE DIRECTLY TO THE AAA OR BBB. IF THAT ARBITRATION PROCEEDS, WE'LL ALSO PAY ANY

ADMINISTRATIVE AND ARBITRATOR FEES CHARGED LATER, AS WELL AS FOR ANY APPEAL TO A PANEL OF THREE NEW ARBITRATORS (IF THE ARBITRATION AWARD IS APPEALABLE UNDER THIS SERVICE CONTRACT).

(5) WE ALSO OFFER CUSTOMERS THE OPTION OF PARTICIPATING IN A FREE INTERNAL MEDIATION PROGRAM. THIS PROGRAM IS ENTIRELY VOLUNTARY AND DOES NOT AFFECT EITHER PARTY'S RIGHTS IN ANY OTHER ASPECT OF THESE DISPUTE RESOLUTION PROCEDURES. IN OUR VOLUNTARY MEDIATION PROGRAM, WE WILL ASSIGN AN EMPLOYEE WHO'S NOT DIRECTLY INVOLVED IN THE DISPUTE TO HELP BOTH SIDES REACH AN AGREEMENT. THAT PERSON HAS ALL THE RIGHTS AND PROTECTIONS OF A MEDIATOR AND THE PROCESS HAS ALL OF THE PROTECTIONS ASSOCIATED WITH MEDIATION. FOR EXAMPLE, NOTHING SAID IN THE MEDIATION CAN BE USED LATER IN AN ARBITRATION OR LAWSUIT. IF YOU'D LIKE TO KNOW MORE, PLEASE CONTACT US AT VERIZONWIRELESS.COM OR THROUGH CUSTOMER SERVICE. IF YOU'D LIKE TO START THE MEDIATION PROCESS, PLEASE GO TO VERIZONWIRELESS.COM OR CALL CUSTOMER SERVICE FOR A NOTICE OF DISPUTE FORM TO FILL OUT, AND MAIL, FAX OR EMAIL IT TO US ACCORDING TO THE DIRECTIONS ON THE FORM.

(6) WE MAY, BUT ARE NOT OBLIGATED TO, MAKE A WRITTEN SETTLEMENT OFFER ANYTIME BEFORE ARBITRATION BEGINS. THE AMOUNT OR TERMS OF ANY SETTLEMENT OFFER MAY NOT BE DISCLOSED TO THE ARBITRATOR UNTIL AFTER THE ARBITRATOR ISSUES AN AWARD ON THE CLAIM. IF YOU DON'T ACCEPT THE OFFER AND THE ARBITRATOR AWARDS YOU AN AMOUNT OF MONEY THAT'S MORE THAN OUR OFFER BUT LESS THAN \$5,000, OR IF WE DON'T MAKE YOU AN OFFER, AND THE ARBITRATOR AWARDS YOU ANY AMOUNT OF MONEY BUT LESS THAN \$5,000, THEN WE AGREE TO PAY YOU \$5,000 INSTEAD OF THE AMOUNT AWARDED. IN THAT CASE WE ALSO AGREE TO PAY ANY REASONABLE ATTORNEYS' FEES AND EXPENSES, REGARDLESS OF WHETHER THE LAW REQUIRES IT FOR YOUR CASE. IF THE ARBITRATOR AWARDS YOU MORE THAN \$5,000, THEN WE WILL PAY YOU THAT AMOUNT.

(7) AN ARBITRATION AWARD AND ANY JUDGMENT CONFIRMING IT APPLY ONLY TO THAT SPECIFIC CASE; IT CAN'T BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF.

(8) IF FOR SOME REASON THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH IN SUBSECTION (3) CANNOT BE ENFORCED, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY.

(9) IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU AND VERIZON WIRELESS AGREE THAT THERE WILL NOT BE A JURY TRIAL. YOU AND VERIZON WIRELESS UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS SERVICE CONTRACT IN ANY WAY. IN THE EVENT OF LITIGATION, THIS PARAGRAPH MAY BE FILED TO SHOW A WRITTEN CONSENT TO A TRIAL BY THE COURT.

## **XI. STATE SPECIFIC PROVISIONS**

- A. For residents of California, if you cancel this Service Contract thirty (30) days after receipt of this Service Contract, and no claim has been made hereunder you will receive a full refund of any amounts paid for it. If we fail to provide you with a refund within thirty (30) days of you notifying Verizon Wireless that you wish to cancel you are entitled to receive an extra ten percent (10%) for each month, or fraction thereof, in which your money is not refunded.
- B. For residents of Connecticut, you 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. Any disputes between Verizon Wireless and residents of Connecticut arising under this Service Contract shall be decided by an arbitration process. A written complaint containing a description of the dispute, the purchase price, and a copy of

the Service Contract form can be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142- 0816, Attn.: Consumer Affairs.

- C. For residents of Georgia, this Service Contract can only be terminated by Verizon Wireless before the expiration of the monthly term for fraud, material misrepresentation or your failure to pay amounts due hereunder. You 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. All cancellations will conform to OCGA 33-24-44.
- D. For residents of Kentucky, you 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.
- E. For residents of Nevada, Verizon Wireless may not terminate this Service Contract before the expiration of the monthly 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 its effective date that substantially and materially increases the service required under this Service Contract.
- F. For residents of New Hampshire: In the event you do not receive satisfaction under this contract, you may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301 or (800) 852-3416.
- G. For residents of New Mexico, Verizon Wireless may not terminate this Service Contract before the expiration of the monthly 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; (3) are convicted of a crime that results in an increase in the service required under this Service Contract; or (4) perform any act or omission or violate any condition of this Service Contract that substantially and materially increases the service required under this Service Contract.
- H. For residents of New York, notwithstanding Section V of this Service Contract, Verizon Wireless does not provide any repair or replacement services in its stores in New York City, New York. If you have any questions about repair or replacement services, contact Verizon Wireless at 1.866.406.5154 (toll free from a landline phone).
- I. For residents of North Carolina, Verizon Wireless may terminate this Service Contract before the expiration of the monthly term only if you fail to pay an amount when due or you violate any term of this Service Contract. The purchase of this Service Contract is not required either to purchase or to obtain financing for the Product.
- J. For residents of Oregon, any arbitration occurring under this Service Contract shall be administered in accordance with the WIA Rules unless any procedural requirement of the WIA Rules is inconsistent with the Oregon Uniform Arbitration Act in which case the Oregon Uniform Arbitration Act shall control as to such procedural requirement.
- K. For residents of South Carolina, in the event of a dispute with Us, you may contact the South Carolina Department of Insurance, Capital Center, 1201 Main Street, Suite 1000, Columbia, SC 29201 803-737-6160.
- L. For residents of Texas, if you cancel this Service Contract at any time Verizon Wireless will provide you with the refund due under this Service Contract no later than forty-five (45) days after you notify Verizon Wireless that you wish to cancel. If Verizon Wireless does not refund your money during this time period, you are entitled

to receive the refund due, plus an extra ten percent (10%) for each month in which your money is not refunded. Unresolved complaints or questions concerning this Service Contract may be addressed to the Texas Department of Licensing and Regulation at P.O. Box 12157, Austin, Texas 78711 or (512) 463-6599. Texas license number: 389.

M. For residents of Wisconsin, this Service Contract may only be terminated by Verizon Wireless before the expiration of the monthly term for nonpayment by you of any amount due hereunder, material misrepresentation by you, or a substantial breach of duties by you. In the event of a total loss of the Product that is not covered by a replacement under this Service Contract, you may cancel this Service Contract and you will receive a prorated refund of the most recent monthly fee paid. By agreeing to Section X.B., YOU AND VERIZON WIRELESS BOTH AGREE TO RESOLVE SERVICE CONTRACT DISPUTES ONLY BY ARBITRATION OR SMALL CLAIMS COURT, AND UNCONDITIONALLY WAIVE ANY RIGHT TO CLASS OR COLLECTIVE ARBITRATIONS AND A TRIAL BY JURY IN ANY RELATED ACTION OR PROCEEDING. PLEASE SEE SECTION X.B. FOR OTHER IMPORTANT TERMS REGARDING ARBITRATION AFFECTING YOUR RIGHTS. **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

**SELLER:**

The Provider of this contract who is financially and legally obligated to perform service is

Verizon Wireless Services, LLC (In Virginia, Verizon Communications, Inc.)  
One Verizon Way  
Basking Ridge, NJ 07920  
1.866.406.5154



# *Welcome to AT&T Mobile Insurance*

Important Information,  
including Terms and Conditions

# AT&T Mobile Insurance program details

Monthly Premium/Charges	\$8.99 per mobile number enrolled. Includes fees paid to AT&T and Asurion.	Bring Your Own Device	When you activate your own device on the AT&T network, it may be eligible for enrollment in device protection within 30 days. If the device make/model is currently or was previously sold by AT&T, the applicable replacement and screen repair Deductible Tier (based on the Deductible Tier Schedule) for that specific make/model applies for all approved claims. For a non-AT&T device make/model, Device Tier C applies. Replacement options will vary depending on Deductible Tier. Device must be in good working condition and is subject to inspection prior to enrollment.																										
Claim Limits	Two claims within any consecutive 12 months with a maximum device value of \$1,500 per occurrence. If you were previously enrolled in AT&T Multi-Device Insurance, claims from such AT&T Multi-Device Insurance policies that are less than 12 months old will be carried forward and applied to the claim limits of a newly issued AT&T Mobile Insurance policy.		Dispute Resolution	In the unlikely event we cannot informally resolve any disputes, including any claims under the AT&T Mobile Insurance program, you will be required to: 1) RESOLVE ANY DISPUTES THROUGH BINDING AND INDIVIDUAL ARBITRATIONS OR SMALL CLAIMS COURT ACTIONS INSTEAD OF THROUGH THE COURTS OF GENERAL JURISDICTION; AND 2) WAIVE YOUR RIGHTS TO A JURY TRIAL AND TO PARTICIPATE IN CLASS ACTIONS OR CLASS ARBITRATIONS.																									
Replacement Device	Once your claim is approved, you will receive your replacement device as soon as the next day.* Claims may be fulfilled with new or AT&T Certified Restored equipment, which is previously opened, and/or used (which may be refurbished or remanufactured, and may contain original or non-original replacement parts) of the same model or other models of like kind and quality. See att.com/certifiedrestored for details on these devices. Colors, features and accessory compatibility are not guaranteed.			Replacement Deductibles	A non-refundable deductible will be charged for each approved claim. Deductible amounts are based on device tiers.																								
Screen Repair of Device	As soon as same-day repair may be available for eligible devices in select areas. Same day repair option depends upon claim approval time and technician availability. Repairs are performed by an Asurion-certified technician and come with a 12-month warranty. Repairs may use new or refurbished parts and may contain original or non-original manufacturer parts, and may void the manufacturer warranty. Newly-launched device models may not be eligible for screen repair. For a partial list of eligible devices, see the Partial List of Screen Repair Eligible Devices in this brochure. Go to <a href="http://att.com/protectioncenter">att.com/protectioncenter</a> to look up eligible devices and available areas, all subject to change at any time. Declining deductibles are not applicable to screen repair and selecting screen repair option will not impact customer's declining deductible eligibility.	<table border="1"> <thead> <tr> <th rowspan="2"></th> <th rowspan="2">Standard Deductible</th> <th colspan="2">Declining Deductibles<sup>1</sup></th> </tr> <tr> <th>6 months<sup>2</sup></th> <th>12 months<sup>2</sup></th> </tr> </thead> <tbody> <tr> <td>Tier A</td> <td>\$25</td> <td>\$18</td> <td>\$12</td> </tr> <tr> <td>Tier B</td> <td>\$75</td> <td>\$56</td> <td>\$37</td> </tr> <tr> <td>Tier C</td> <td>\$150</td> <td>\$112</td> <td>\$75</td> </tr> <tr> <td>Tier D</td> <td>\$225</td> <td>\$168</td> <td>\$112</td> </tr> <tr> <td>Tier E</td> <td>\$299</td> <td>\$224</td> <td>\$149</td> </tr> </tbody> </table>			Standard Deductible	Declining Deductibles <sup>1</sup>		6 months <sup>2</sup>	12 months <sup>2</sup>	Tier A	\$25	\$18	\$12	Tier B	\$75	\$56	\$37	Tier C	\$150	\$112	\$75	Tier D	\$225	\$168	\$112	Tier E	\$299	\$224	\$149
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Tier E	\$299	\$224	\$149																										
Covered Incidents	Lost, stolen, accidental physical or liquid damage, and out-of-warranty malfunctions.	To see a full list of devices and their applicable deductibles, please visit <a href="http://phoneclaim.com/att/mimppdeductibletiers">phoneclaim.com/att/mimppdeductibletiers</a> .																											
Cancellation Policy	You may cancel your optional insurance coverage at any time and receive a refund of your unearned monthly premium/charges. We may cancel or change terms by giving you prior written notice as required by law. Any unearned premium/charges will be refunded to you.	Screen Repair Deductible	Equipment		Standard Deductible																								
Covered Equipment	<p><b>Phone</b>—Includes wireless phone, standard battery, standard battery charger and SIM card. If part of the covered loss, you will receive your choice of one of the following accessories: carrying case, automobile cigarette lighter adapter or standard wired earpiece (not specialty earpiece such as Bluetooth®).</p> <p><b>Wireless Home Phone</b>— Includes wireless home phone device, power cord, back-up battery, phone cable, and SIM card.</p> <p><b>Tablet</b>— Includes wireless tablet device, and if part of loss, standard battery charger, and SIM card. For coverage to apply to a particular device, you must own or lease the device and have used (logged voice or data use) that device on your enrolled wireless line after initial enrollment. Coverage applies to only one device at any given time and the covered device will be your most recently used device on your wireless line at the time of the loss.</p> <p>For current and updated program terms, see <a href="http://att.com/miterms">att.com/miterms</a>.</p>		Tier A	N/A																									
			Tier B	N/A																									
			Tier C	\$49																									
			Tier D	\$49																									
		Tier E	\$49																										

\* Claims approved by 6PM ET are shipped same day and, in most cases, delivered the next day. Deliveries to Alaska, Hawaii, Puerto Rico, and U.S. Virgin Islands cannot be shipped for next day delivery.

<sup>1</sup> A non-refundable deductible will be charged for each approved claim. Continuously enrolled customers who go claim-free for 6-12 consecutive months save 25% off the standard deductible and after 12 consecutive claim-free months or more save 50% off the standard deductible. Declining deductibles are not applicable to the repair of connected devices and the repair of a connected device will not impact a customer's declining deductible eligibility.

<sup>2</sup> From the Date of Loss of your last approved claim.



## Partial List of Covered Devices

Updated as of April 2018

<b>Device Tier A</b> <i>Deductible: \$25</i>	LG K20™ Samsung Galaxy® J3
<b>Device Tier B</b> <i>Deductible: \$75</i>	AT&T Primetime™ Samsung Galaxy J7
<b>Device Tier C</b> <i>Deductible: \$150</i>	Apple iPhone 5/5C/5S/SE Apple Watch Series 3 GPS + Cellular, Aluminum Case, All Bands LG Watch Sport Samsung Gear S3 Classic Bring Your Own Device (A Non-AT&T Make/Model) <sup>3</sup>
<b>Device Tier D</b> <i>Deductible: \$225</i>	Apple iPhone 6/6 Plus/6S/6S Plus/7/8 Apple iPhone 7 Plus 32GB & 128GB Apple iPhone 8 Plus 64GB Apple Watch Series 3 GPS + Cellular, Stainless Steel Case, Sport Bands Samsung Galaxy S6/S7/S8/S8+/S8 Active Samsung Galaxy Note 8
<b>Device Tier E</b> <i>Deductible: \$299</i>	Apple iPhone 7 Plus 256GB Apple iPhone 8 Plus 256GB Apple iPhone X Apple Watch Series 3 GPS + Cellular, Ceramic Case, All Bands Apple Watch Series 3 GPS + Cellular, Stainless Steel Case, Hermes Bands

<sup>3</sup> Deductible Tier for Bring Your Own Device: If the device make/model is currently or was previously sold by AT&T, the applicable replacement and screen repair Deductible Tier (based on the Deductible Tier Schedule) for that specific make/model applies for all approved claims. For a non-AT&T device make/model, Device Tier C applies. Replacement options will vary depending on Deductible Tier.

To see a full list of devices and their applicable deductibles, please visit [phoneclaim.com/att/mimppdeductibletiers](http://phoneclaim.com/att/mimppdeductibletiers) or call Asurion Customer Care at 888-562-8662. Some devices may be moved to a different deductible tier during their lifecycle.

## Partial List of Screen Repair Eligible Devices Table

Below is a partial list of screen repair eligible devices. For a complete list and available areas, go to [att.com/deviceprotection](http://att.com/deviceprotection). Eligible devices and available areas are subject to change at any time.

<b>\$49 Screen Repair Deductible</b>	Apple iPhone 7/7 Plus Apple iPhone SE Apple iPhone 6S/6S Plus Apple iPhone 6/6 Plus Samsung Galaxy S7 Edge+ Samsung Galaxy Edge S 6/S7 Samsung Galaxy S5/S6/S7/S8
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## Important Disclosures for AT&T Mobile Insurance

### Coverage Is Optional

AT&T Mobile Insurance is an optional insurance coverage that you are not required to purchase in order to purchase services or devices. Program enrollment and replacement authorization shall be at the sole discretion of Continental Casualty Company, a CNA member company; Asurion, the plan administrator; or any other authorized representative of CNA in accordance with the terms of the Coverage Certificate and applicable law.

### Customer Satisfaction

Asurion and CNA strive to satisfy every customer and ask that you allow us the opportunity to resolve any question, concern or complaint you may have by calling us at 888.562.8662.

### Communications

If you have provided or in the future provide your email or other electronic address to AT&T, we may communicate AT&T Mobile Insurance program information and legal notices to you through electronic means. If an email is not provided, the information will be mailed to you.

### For Residents of California, Indiana and Maryland

Consumer hotline for the California Department of Insurance is 800.927.HELP (4357), for the State of Indiana Department of Insurance is 800.622.4461, and for the Maryland Insurance Administration is 800.492.6116.

### Easy Claim Process

To file a claim quickly and easily, visit [phoneclaim.com/att](http://phoneclaim.com/att) or call 888.562.8662.

- Representatives are available to help you Monday through Friday from 6a.m. to 8p.m. ET; Saturday and Sunday from 7a.m. to 7p.m. ET
- Report the claim within 60 days of the date of loss.
- If your device was lost or stolen, please contact AT&T Customer Care at 866.MOBILITY to temporarily suspend service and prevent unauthorized use.
- If your device is defective or has been damaged, and you are being provided a replacement device, it must be returned using the prepaid shipping label provided with your replacement device. Non-return charges of up to \$850 may be added to your wireless bill for failure to return your defective or damaged device.
- Once your claim is approved, you can receive your replacement device as soon as the next day. Deliveries to Alaska, Hawaii, Puerto Rico, and U.S. Virgin Islands cannot be shipped for next day delivery.

### Other Coverage

The included Coverage Certificate may provide a **Duplication Of Coverage** already provided by a consumer's personal auto insurance policy, homeowner's insurance policy, renter's insurance policy, personal liability insurance policy or other source of coverage. This insurance is primary over any other insurance you may have. Unless otherwise licensed, AT&T associates are **not qualified or authorized** to evaluate the adequacy of your existing insurance coverage. Questions regarding this plan should be directed to CNA's licensed agent, Asurion Protection Services, LLC.

The included Coverage Certificate is the entire agreement between CNA and you. Please refer to the Coverage Certificate for complete terms and conditions of the coverage provided (including the exceptions set forth in Section X. STATE CHANGES). For questions regarding the coverage provided under this Coverage Certificate, please call or write to:

#### Asurion Protection Services, LLC

Iowa License #1001002300

Asurion Protection Services Insurance Agency, LLC

CA License #OD63161

Customer Care Center

P.O. Box 411605 • Kansas City, MO 64141-1605

Telephone: 888.562.8662

**In the unlikely event we cannot informally resolve any disputes, including any claims under the attached AT&T Mobile Insurance Certificate, please be aware that THE FOLLOWING TERMS AND CONDITIONS CONTAIN A BINDING ARBITRATION PROVISION THAT REQUIRES THE SUBMISSION OF ALL DISPUTES (EXCEPT WHERE EXPRESS EXEMPTIONS ARE PROVIDED) TO FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN SECTION VIII. G. OF THE INCLUDED TERMS AND CONDITIONS.**

NOTE: 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. In Oregon this note does not apply.

All applicable taxes and surcharges extra. AT&T and the AT&T logo are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies. All other trademarks, service marks, and logos are the property of their respective owners.

## TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at: **1-800-252-3439**.

You may write the Texas Department of Insurance:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim, you should contact the agent or company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document.

# Commercial Inland Marine Communications Equipment Coverage Certificate

Some provisions in this Coverage Certificate ("Certificate") restrict coverage. Read this entire Certificate carefully. It sets forth each party's rights and duties and what is and is not covered.

In this Certificate, the words "you" and "your" refer to the "Insured Subscribers." The words "we", "us" and "our" refer to Continental Casualty Company, a CNA Company ("CNA"), the Illinois stock insurance company providing this insurance.

In this Certificate, the words "Authorized Representative" and "Asurion" refers to Asurion Protection Services, LLC except as follows: In California, Asurion Protection Services, LLC does business as Asurion Protection Services Insurance Agency, LLC (CA license #: OD63161). In Puerto Rico, "Asurion" refers to Asurion Protection Services of Puerto Rico, Inc.

Other capitalized words and phrases have special meaning. Refer to Section IX. DEFINITIONS.

A copy of the policy under which this Certificate is issued is available for your inspection.

## I. COVERAGE.

Subject to all of the terms, conditions, exclusions, and limits of insurance contained in this Certificate, we agree to provide the insurance as stated in this Certificate on a month to month basis, provided that any Loss (as defined in Section IX. DEFINITIONS) to the Covered Property occurs while your coverage is in effect.

### Information About Your Coverage

With regard to all enrollment requests, the coverage specified in this Certificate begins at 12:01 a.m. of the date of such request. The information pertaining to your communication equipment coverage included in your receipt, invoice, or other documentation from your Service Provider is incorporated by reference in this Certificate and specifically includes the name and address of the Insured Subscriber and information to determine the effective date of coverage (See Section I.E).

#### A. WHAT WE INSURE.

We insure your Covered Property (as defined in Section IX. DEFINITIONS), for Loss as long as it remains eligible for coverage. In the event of a Loss, our obligation under this Certificate is to repair or replace, at our sole option, your Covered Property. This insurance is primary over any other insurance you may have.

#### B. COVERAGE PLAN

We cover your Covered Property for the following cause(s) of loss.

- i) Physical damage.
- ii) Theft, or loss by mysterious disappearance or other unintentional permanent loss of possession.
- iii) Mechanical or Electrical Failure.

#### C. PROPERTY NOT COVERED.

The following are not covered:

- 1. Any property or equipment that is not Covered Property.
- 2. Contraband or property in the course of illegal transportation or trade.
- 3. Property in transit to you from a manufacturer or seller that is not the Authorized Service Facility.
- 4. Data, Nonstandard External Media, and Nonstandard Software.
- 5. Covered Accessories will only be covered when they are part of a Loss to Covered Property other than Covered Accessories.
- 6. Any wireless device whose unique identification number (IMEI or ESN, etc.) has been altered, defaced or removed.

#### D. PAYMENT OF PREMIUMS.

You will be charged the monthly premium corresponding to the equipment category of your Covered Property associated with your enrolled Wireless Number as shown in the schedule below.

Equipment Category	Monthly Premium Per Enrolled Wireless Number
All eligible equipment categories	\$8.99



## E. WHEN COVERAGE IS EFFECTIVE.

All coverage is effective at 12:01 A.M. on the effective date of coverage as stated herein.

1. If you submit your request for enrollment for insurance coverage at Initial Activation: Your coverage under this Certificate begins upon our approval. Upon our approval, coverage is retroactive to the date of the submission of your request for enrollment. We or our Authorized Representative will notify you within thirty (30) days if your request is not approved.
2. If you submit your request for enrollment for insurance coverage after Initial Activation: Your coverage under this Certificate requires the successful completion of a test call to the "Covered Property" prior to becoming effective. Coverage begins upon our approval. Upon our approval, coverage is retroactive to the date of the test call. We or our Authorized Representative will notify you within thirty (30) days if your request is not approved.

Eligibility for enrollment after Initial Activation may be subject to limitation.

## II. EXCLUSIONS.

Losses and causes of loss excluded below are excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. We will not pay for any losses, or for any losses directly or indirectly caused by or resulting from any of the events, conditions or causes of loss identified below:

- A. Indirect or consequential Loss, including loss of use; interruption of business, loss of market, loss of service, loss of profit, inconvenience or delay in repairing or replacing lost or damaged Covered Property.
- B. Loss due to the intentional parting with Covered Property by you or anyone entrusted with the Covered Property.
- C. Loss due to intentional, dishonest, fraudulent or criminal acts by you or your family members; any of your authorized representatives or anyone you entrust with the property and any of their family members; or anyone else with an interest in the property for any purpose, acting alone or in collusion with others.
- D. Loss due to obsolescence, including technological obsolescence or depreciation in the value of the Covered Property.
- E. Loss caused by or resulting from any cosmetic damage to Covered Property, however caused that does not affect the function of the Covered Property. Such excluded types of loss include, but are not limited to, scratches, marring, cracks, and changes or enhancement in color, texture, or finish that occur to Covered Property that do not affect the function of the Covered Property.
- F. Loss caused by or resulting from faulty repair, adjusting, installation, servicing or maintenance, unless fire or explosion ensues and then only for loss to the Covered Property resulting from ensuing fire or explosion.
- G. Loss caused by or resulting from unauthorized repair or replacement.
- H. Loss caused by or resulting from the discharge, dispersal, seepage, migration, release or escape of Pollutants.
- I. Loss caused by abuse of the Covered Property or resulting from use of the Covered Property in a manner for which it was not designed or intended by the manufacturer, or any act that voids the manufacturer's warranty.
- J. Loss caused by or resulting from failure to follow the manufacturer's installation, operation or maintenance instructions.
- K. Loss caused by or resulting from error or omission in design, programming, or system configuration of the Covered Property, or manufacturer's recall.
- L. Loss due to Mechanical or Electrical Failure occurring during the term of the manufacturer's warranty.
- M. Loss or damage to or of batteries (unless otherwise covered as a Covered Accessory when part of a Loss to other Covered Property).
- N. Loss caused by or resulting from any Malware.
- O. Loss caused by or resulting from nuclear reaction or radiation, or radioactive contamination, however caused. However, if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the resulting Loss caused by such fire.
- P. Loss caused by or resulting from war, including undeclared or civil war; warlike action by a military force, including action hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or insurrection, rebellions, revolution, usurped power of action taken by government authority in hindering or defending against any of these.
- Q. Loss caused by or resulting from Governmental action, meaning seizure or destruction of property by order of governmental authority including economic and trade sanction as provided under applicable law and U.S. Treasury Department guidelines.

- R. Loss or damage to or of Data, Nonstandard External Media, and Nonstandard Software.
- S. Loss caused by or resulting from failure to do what is reasonably necessary to minimize the loss and to protect the Covered Property from any further loss.

### III. LIMITS OF LIABILITY.

#### A. PER OCCURRENCE LIMITS.

The most we will spend, in any one occurrence, to replace or repair Covered Property due to a Loss is \$1,500. For any one Loss, we will not pay for replacement equipment having retail value of, or for repair costs that are, more than the limit, less the applicable deductible set forth in Section IV.

#### B. AGGREGATE LIMITS.

A maximum of two (2) replacements or repairs of Covered Property will be allowed per Wireless Number in any one twelve (12) month period, including Losses incurred under this Certificate or any prior consecutive certificate issued by us.

In any case, the twelve month period is calculated based on the Date of Replacement for each covered Loss.

### IV. DEDUCTIBLE.

#### REPAIR DEDUCTIBLE

A non-refundable deductible, as set forth in the schedule below, is payable at the time a repair is approved by us for each repair based on the equipment category of the equipment being repaired.

The applicable deductibles are set forth in the deductible schedule below.

Equipment	Standard Repair Deductible
Tier A	N/A
Tier B	N/A
Tier C	\$49.00
Tier D	\$49.00
Tier E	\$49.00

#### REPLACEMENT DEDUCTIBLE

A non-refundable deductible, as set forth in the schedule below, is payable at the time a replacement is approved by us for each replacement based on the equipment category of the equipment being replaced.

#### Provided, however:

- A. If you have continuously maintained coverage for at least 6 months but no more than 12 months prior to the current Loss without incurring another covered Loss during that time period, the Declining Deductible applies as set out in the deductible schedule.
- B. If you have continuously maintained coverage for at least 12 months prior to the current Loss without incurring another covered Loss within 12 months prior to the current Loss, the Declining Deductible applies as set forth in the deductible schedule.

If you cease to maintain coverage or have a covered Loss at any time for which we provide a replacement, the Standard Deductible is reinstated. Thereafter, the deductible may again be reduced if the conditions set forth above are satisfied.

The applicable deductibles are set forth in the deductible schedule below.

## Deductible Schedule

	Equipment Tier A	Equipment Tier B	Equipment Tier C	Equipment Tier D	Equipment Tier E
Standard Replacement Deductible	\$25.00	\$75.00	\$150.00	\$225.00	\$299.00
Declining Deductible 6 months – 12 months	\$18.00	\$56.00	\$112.00	\$168.00	\$224.00
Declining Deductible 12 months or more	\$12.00	\$37.00	\$75.00	\$112.00	\$149.00

**NOTE:** An additional non-returned equipment charge may apply (See Section VI.F) for causes other than loss or theft if you fail to return the Covered Property as directed at the time of Loss.

## V. CONDITIONS IN THE EVENT OF LOSS.

Subject to the terms and conditions set forth in this Certificate, we will make good any Loss covered under this Certificate.

- A. In the event of a Loss, we will arrange for the replacement, or at our sole option, the repair, of the Covered Property through the Authorized Service Facility.
- B. An Insured Subscriber will not be entitled to receive cash, though we may elect to provide a cash settlement of the cost to replace the Covered Property, in lieu of actual replacement or repair of the Covered Property.
- C. At our option, we may repair the Covered Property with substitute parts or provide substitute equipment that:
  1. Is of like kind and quality;
  2. Is either new or refurbished, and may contain original or non-original manufacturer parts; and
  3. May be a different brand, model or color.
- D. Replacement equipment will be approved equipment for use on the network of the Service Provider and in the same equipment category as the Covered Property at the time of Loss.
- E. Equipment failure evaluation performed by the Service Provider and/or our Authorized Representative and/or the manufacturer may be required at our option prior to approval of your request for repair or replacement of the Covered Property.

## VI. DUTIES IN THE EVENT OF A LOSS.

- A. In the event that your Covered Property is lost or stolen, you must notify your wireless service provider as soon as possible to suspend service.
- B. If a claim involves a violation of law or any loss of possession, you agree to promptly notify the law enforcement agency with jurisdiction and obtain confirmation of this notification.
- C. You must report the Loss promptly to our Authorized Representative not later than sixty (60) days from the Date of Loss. If you do not report the Loss within sixty (60) days, you will have forfeited your claim. You must submit all claims through our Authorized Representative for our approval prior to repair or the delivery of replacement equipment. Any claims that are not submitted through our Authorized Representative for our approval will not be honored and fulfilled.
- D. You will do what is reasonably necessary to minimize the Loss and to protect the Covered Property from any further Loss.
- E. You may be required to provide us with a detailed written proof of Loss statement, a police report case number, and/or a copy of the police report within sixty (60) days of the date the Loss is reported and prior to repair or receipt of replacement equipment. In the event of a Loss, you may be required to provide a copy of the original bill of sale. You may also be required to present, or provide a photocopy of, a government issued photo I.D.
- F. If the cause of Loss is not loss or theft, you must keep the Covered Property until your claim is completed. If we replace the Covered Property, we may require you to return it to us at our expense. If we so direct, you must return the Covered Property to us in the return mailer we provide within ten (10) days or pay the non-returned equipment charge applicable to the model of Covered Property that suffered the Loss. **YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE COVERED PROPERTY AS DIRECTED.**
- G. In the event of a Loss, you must permit us to inspect the property and records proving the Loss. You must cooperate in the investigation of such claim. If requested, you must permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed and may be recorded.

- H. You must provide our Authorized Representative with all of the necessary information required to approve your claim for replacement or repair of the Covered Property within sixty (60) days of the date that you report your Loss to us. Your failure to take delivery of repaired or replacement equipment within sixty (60) days of our claim approval will result in forfeiture of the repaired or replacement equipment and your claim under this Certificate.
- I. In the event of a Loss, you must satisfy the nonrefundable deductible applicable to the Loss.
- J. In the event we arrange for the repair of your Covered Property, you may be required to mail or deliver your Covered Property for repair as directed by us.

## VII. ELIGIBILITY AND CANCELLATION.

### A. Cancellation Provisions.

1. You may cancel coverage under this Certificate by mailing or delivering to us advance written notice stating when such cancellation is effective. You may send your written notice to our Authorized Representative as follows: Asurion Customer Care Center, P.O. Box 411605, Kansas City, MO 64141-1605.
2. The Service Provider may cancel coverage under this Certificate by mailing or delivering to us advance written notice stating when such cancellation is effective. We, or the Service Provider on our behalf, will mail or deliver written notice to you advising you of the cancellation of this Certificate. The written notice may be mailed or delivered to you at least thirty (30) days prior to the cancellation, or other longer period as required by law.
3. We may cancel this Certificate or change the terms and conditions only upon providing you with at least thirty (30) days notice, or other longer period as required by law, unless we cancel for the following reasons:
  - (a) We may cancel your coverage under this Certificate upon fifteen (15) days notice, or other longer period as required by law, for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.
  - (b) We may cancel your coverage under this Certificate immediately, or by providing additional notification time as required by law, for nonpayment of premium.
  - (c) We may cancel your coverage under this Certificate immediately, or by providing additional notification time as required by law, if:
    - (1) You cease to have active service with the Service Provider; or,
    - (2) You exhaust the aggregate limit of liability, if any, under the terms of this Certificate and we send notice of cancellation to you within thirty (30) calendar days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue notwithstanding the aggregate limit of liability until we send notice of cancellation to you.

**NOTE:** If you are cancelled under Section VII.A.3.(c)(2) you will remain ineligible for a period of twelve (12) months from the date of cancellation.

### B. How Notice of Cancellation is Provided.

1. Notices made pursuant to Sections A. 2 or 3 shall be in writing and include the actual reason for cancellation and the effective date of cancellation. The coverage will end on that date.
2. Notices may be mailed or delivered to the Service Provider at its last known mailing address. Notices may be mailed or delivered to you at your last known mailing or electronic addresses on file with us.
3. We or the Service Provider shall maintain proof of mailing in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. We or the Service Provider may comply with Sections A.2 or 3 by providing such notice or correspondence by electronic means. If accomplished through electronic means, we or the Service Provider shall maintain proof that the notice or correspondence was sent.
4. If coverage under this Certificate is cancelled, you will be refunded any unearned premium due on a pro rata basis.

### C. To be and remain eligible for coverage:

1. You must have activated communications service directly with your Service Provider and be a valid, active and current subscriber of your Service Provider to be covered under the policy. Covered Property must be actively registered on the Service Provider's network on the Date of Loss and have logged airtime prior to the Date of Loss.
2. The Covered Property must be designated by us and eligible for coverage under this Certificate. Eligibility may be limited to new equipment that has not been previously activated for service.
3. You must not have engaged in fraud or abuse with respect to this or a similar communications equipment insurance program.
4. You must not have exhausted the benefits available under a CNA coverage certificate issued through your Service Provider by exhausting the Aggregate Limit. (See Section III.B).
5. You must not be in breach of any material term of this Certificate, including, but not limited to: Failure to return damaged Covered Property when requested in conjunction with a Loss; or, failure to satisfy the required deductible on a Loss.



- D. You are responsible for the payment of all premiums, per the terms of this Certificate.
- E. The insurance provided under this Certificate is provided on a month-to-month term basis unless: you cease to be a valid, active and current subscriber of your Service Provider; or you or your Covered Property cease to be eligible for coverage.

#### VIII. ADDITIONAL CONDITIONS.

- A. All claims for Loss under this Certificate will be made good within thirty (30) days after presentation and acceptance of satisfactory proof of interest and Loss to our Authorized Representative and satisfaction by you of your Duties in the Event of a Loss.
- B. If we and you disagree on the value of the Covered Property or the amount or satisfaction of Loss, either may elect arbitration pursuant to Section VIII.G. below.
- C. Any recovery or salvage on a Loss will accrue entirely to our benefit until the expense incurred by us has been made up. Upon our request, you will return to us any damaged equipment. All Covered Property which we replace is the property of CNA and may be disabled, destroyed, or reused. We will not provide replacement equipment if you are in breach of the terms of this Certificate due to: failure to return damaged Covered Property when requested in conjunction with a prior Loss; or, due to your failure to satisfy the non-returned equipment charge or deductible on a prior Loss.
- D. You may not assign this Certificate without our written consent.
- E. If any Insured Subscriber to or for whom we honor a claim under this Certificate has rights to recover damages from another, those rights are transferred to us. That Insured Subscriber must do everything necessary to secure our rights and must do nothing after a Loss to impair them; but you may waive your rights against another party in writing:
  - 1. Prior to a Loss.
  - 2. After a Loss, only if, at time of Loss, that party is one of the following:
    - a. Someone covered under this Certificate;
    - b. A business firm;
      - i. Owned or controlled by the Insured Subscriber; or
      - ii. That owns or controls the Insured Subscriber; or
      - iii. The Insured Subscriber's tenant.
 This will not restrict the Insured Subscriber's coverage.

#### F. Concealment, Misrepresentation or Fraud

Your coverage will be cancelled and any claim may be denied in the event of fraud, intentional concealment or misrepresentation of a material fact, at any time, concerning:

This coverage;

- 1. The Covered Property;
- 2. Your interest in the Covered Property; or
- 3. A claim under this Certificate.

- G. **ARBITRATION AGREEMENT. Please read this Arbitration Agreement provision of this Certificate (Arbitration Agreement) carefully. It affects your rights.** Most of your concerns about this Certificate can be addressed simply by contacting our Authorized Representative at 1-888-562-8662. In the unlikely event we cannot resolve any disputes, including any claims under this Certificate, that you or we may have, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND WE AGREE: (1) TO WAIVE OUR RIGHTS TO A TRIAL BY JURY, AND (2) NOT TO PARTICIPATE IN ANY CLASS ARBITRATIONS AND CLASS ACTIONS.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury. It has more limited discovery than in court and is subject to limited review by courts. Arbitrators can award the same damages and relief that a court can award.

For the purpose of this Arbitration Agreement, references to "we" and "us" include our Authorized Representative, Continental Casualty Company, Service Provider and their respective parents, subsidiaries, affiliates, agents, employees, successors and assigns. This Certificate evidences a transaction in interstate commerce; accordingly, the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement shall survive the termination of this Certificate.

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

If you or we intend to seek arbitration you and we must first send to the other a written Notice of Claim (“Notice”) by certified mail. Your Notice to us should be addressed to: Legal Department, P.O. Box 110656, Nashville, TN 37222-0656. The Notice must describe the dispute and state the specific relief sought. If you and we do not resolve the dispute within 30 days of receipt of the Notice, you or we may initiate an arbitration proceeding with the American Arbitration Association (“AAA”). You can obtain the forms necessary to initiate an arbitration proceeding by visiting [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. After we receive notice that you have commenced arbitration, we will reimburse you for payment of any filing fee to the AAA. If you are unable to pay a required filing fee, we will pay it if you send a written request by certified mail to: Legal Department, P.O. Box 110656, Nashville, TN 37222-0656. The arbitration shall be administered by the AAA in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “Arbitration Rules”) in effect at the time the arbitration is initiated and as modified by this Arbitration Agreement. You can obtain a copy of the Arbitration Rules by visiting [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879.

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

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

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

- H. No one may bring legal action, including arbitration, against us under this Certificate unless:
  - 1. There has been full compliance with all terms of this Certificate; and
  - 2. The action is brought within two (2) years or any longer period as stated in the policy or any endorsement thereto after you first have knowledge of the Loss or other events that are the basis of the action.
- I. The coverage territory is worldwide but the cost of replacement or repair will be valued in U.S. currency at the time of replacement or repair. We will ship approved replacement equipment or repaired equipment directly to you within the United States and its territories or require you to pick it up at an Authorized Service Facility.

- J. If you have a Loss to Covered Property that is part of a pair or set, we will only cover a reasonable and fair proportion of the total value of the pair or set.
- K. We may make available to you other limited benefits or services related to your Covered Property where available. These may include: property location or recovery services; data management or recovery services; equipment service and maintenance; technical support; reduced cost upgrade or purchase benefits or other services provided through your Service Provider or any Authorized Service Facilities.
- L. We agree that any terms of this Certificate not in conformity with applicable law are conformed to comply with such law. If any portion of this Certificate is deemed invalid or unenforceable, it shall not invalidate the remaining portion of this Certificate.
- M. This Certificate contains the entire agreement between you and us concerning the insurance afforded. This Certificate's terms can be amended or waived only by issuance of a new Certificate, or endorsement issued by us and made a part of this Certificate.
- N. We retain the right to revise this Certificate at any time and adjust the coverage terms, including the premium and the deductible. In the event of any material change in the coverage terms, you will be provided advance written notice of such changes. You may cancel coverage at any time without penalty, but if you continue to pay premiums after a change in coverage terms, you will be bound by such change.
- O. If we adopt any revisions to the policy which would broaden the coverage under this Certificate without additional premium while this coverage is in effect, the broadened coverage will immediately apply to this Certificate.
- P. It is important that you back up all Data and software files because this Certificate does not cover Loss or damage to your Data or Nonstandard Software and repairs to your Covered Property may result in the deletion of such Data or software. **IT IS YOUR SOLE RESPONSIBILITY TO BACK UP ALL SOFTWARE AND DATA ON COVERED PROPERTY WITH HARD DRIVE(S) OR ANY OTHER STORAGE MECHANISM. WE SHALL NOT BE RESPONSIBLE AT ANY TIME FOR ANY LOSS, ALTERATION, OR CORRUPTION OF ANY SOFTWARE, DATA, OR FILES.**

## IX. DEFINITIONS.

- A. "Authorized Service Facility" means: The location or locations that serve as a replacement or repair facility for the program and supply replacements for or undertake repairs of Covered Property. Selection of the Authorized Service Facility will be at the sole discretion of us or our Authorized Representative.
- B. "Coverage Certificate", "Certificate", or "Certificates" means: This Commercial Inland Marine Communications Equipment Coverage Certificate.
- C. "Covered Accessories" as used in this Certificate means: if part of the covered "Loss"; one standard battery, one standard charger, one SIM Card (if applicable) and may include one of the following at your option (if part of the covered loss): one carrying case, one automobile cigarette lighter adapter, or one standard wired earbud (not wireless or other specialty earpieces such as Bluetooth). Covered Accessories do not include memory cards or any other accessories not specifically listed as covered.
- D. "Covered Property" as used in this Certificate means:
  - (a) one wireless telephone owned or leased by you and actively registered on the Service Provider's network and for which airtime has been logged after enrollment. Covered Property is limited to one wireless telephone and applicable Covered Accessories per replacement. The International Manufacturer's Equipment Identification (IMEI), Electronic Serial Number (ESN), Unique Device Identifier (UDiD) or other unique identification number of the wireless telephone associated with your account in the records of the Service Provider at the time your coverage initially becomes effective and for which air time has been logged indicates the wireless telephone to be considered Covered Property, unless you have logged airtime on a different wireless telephone immediately prior to the time of Loss then such wireless telephone shall be considered Covered Property so long as such wireless telephone is owned or leased by you and you provide us proof of ownership or lease, or
  - (b) one tablet, notebook, laptop or other similar device ("portable electronic device") purchased from the Service Provider with an active data plan and actively registered on the Service Provider's network and for which airtime has been logged after enrollment. Covered Property is limited to one portable electronic device and standard charger, if part of the covered Loss, per replacement. The International Manufacturer's Equipment Identification (IMEI) or other unique identifier of the portable electronic device associated with your account in the records of the Service Provider at the time your coverage initially becomes effective and for which air time has been logged indicates the portable electronic device to be considered Covered Property unless you have logged airtime on a different portable electronic device, which was purchased from the Service Provider, immediately prior to the time of Loss, then such portable electronic device shall be considered Covered Property so long as the portable electronic device is owned or leased by you and you provide us proof of ownership or lease.

- E. "Data" means information input to, stored on, or processed by the Covered Property. This includes documents, databases, messages, licenses, contact information, passwords, books, games, magazines, photos, videos, ringtones, music, and maps.
- F. "Date of Loss" is the date on which a Loss to the Covered Property occurs.
- G. "Date of Replacement" is the date on which replacement or repaired equipment is shipped to you, or the date on which you pick up the replacement or repaired equipment at an Authorized Service Facility, as a result of a covered Loss.
- H. "Initial Activation" means: the time of initial activation of the Service Provider's service for the Covered Property.
- I. "Insured Subscriber" or "Insured Subscribers" means: The account holder(s) of the Service Provider meeting the following conditions:
  - i) Who have been enrolled in and accepted for coverage under this Certificate.
  - ii) Who have a complete description of their Covered Property on file with us or our Authorized Representative.
  - iii) Who have paid all premiums payable with respect to their Covered Property before any claimed Date of Loss.
- J. "Loss" and "Losses" means: a covered loss as provided in Section I.B. Coverage Plans.
- K. "Malware" means malicious software that damages, destroys, accesses your Data without your authorization or otherwise interferes with the performance of any data, media, software, or system on or connected to the Covered Property.
- L. "Mechanical or Electrical Failure" means: Failure of "Covered Property" to operate due to a faulty part or workmanship or normal wear and tear when operated according to the manufacturer's instructions.
- M. "Non-Covered Accessories" as used in this Certificate means: All accessories not included in the definition of Covered Accessories.
- N. "Nonstandard External Media" means physical objects on which data can be stored but which are not integrated components of the Covered Property required for it to function. This includes data cards, memory cards, external hard drives, and flash drives. Nonstandard External Media does not include Standard External Media.
- O. "Nonstandard Software" means software, other than Standard Software.
- P. "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, electromagnetic pulse, sound waves, microwaves, and all artificially produced ionizing or non-ionizing radiation and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- Q. "Service Provider" means: AT&T
- R. "Standard External Media" means physical objects on which data can be stored and that came standard in the original packaging with the Covered Property from the manufacturer but which are not integrated components of the Covered Property required for it to function.
- S. "Standard Software" means the operating system pre-loaded on or included as standard with the Covered Property from the manufacturer.
- T. "Wireless Number" or "Wireless Numbers" means: The mobile telephone or data line(s) or number(s) assigned by the Service Provider to you.

## X. STATE CHANGES.

Terms and conditions vary for Certificates issued and Insured Subscribers residing in select jurisdictions as set forth below.

### A. STATE CHANGES – Section VIII. G. ARBITRATION AGREEMENT is amended as follows:

**If you are a resident of Arkansas, District of Columbia, Kentucky, Louisiana, Maine, Oklahoma, Vermont, Washington or Wyoming; or if the above arbitration provisions are determined to be invalid or unenforceable with respect to you, the following applies: any award rendered in accordance with the arbitration provisions herein shall constitute a nonbinding award on you, provided that within forty-five (45) days of the arbitrator's award you file a legal proceeding in the appropriate federal, state or local court, based on the same issue and facts as raised by you in the arbitration proceeding. Under no circumstances shall an issue be raised in a federal, state or local court until such time as both you and we first address our disagreement in an arbitration proceeding and obtain an arbitration award pursuant to the arbitration provision set forth above.**

The Arbitration Agreement does not apply **if you are a resident of Georgia, Missouri, Nevada or South Dakota.**



## B. STATE CHANGES - MISCELLANEOUS

Alaska: (i) A Loss may be caused by a chain of causes. If a covered Loss is the dominant cause of such a loss, we will not deny coverage on the basis that a secondary cause in that chain is not a covered Loss. (ii) The following is added to Section VI. C.: If you do not report the Loss as required or as soon as reasonably possible, your claim will be forfeited if our rights are prejudiced. (iii) The following is added to Sections VI.G and VIII.G.: You may elect to have an attorney present during questioning. (iv) The following is added to Section VIII.B: Alternatively, you or we may make a written demand upon the other to submit the dispute for appraisal. Within ten (10) days of the written demand, you and we must notify the other of the competent appraiser each has selected, and who will promptly choose a competent and impartial umpire. Not later than fifteen (15) days after the umpire has been chosen, unless the time period is extended by the umpire, each appraiser will separately state in writing their appraisal. If the appraisers agree, their agreement will be binding upon you and us. If the appraisers fail to agree, they will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding upon you and us. All appraisal expenses and fees, not including counsel or adjuster fees, shall be paid as determined by the umpire. Except as specifically provided, nothing in this section is intended to or shall limit or restrict the rights of you or us under AS § 21.96.035. (v) Section VIII.H.2 is amended as follows: The action is brought within three (3) years from the date the cause of action accrues.

Arizona: Section VII.A.1. is amended to add the following: If you cancel coverage under this Certificate, you will receive a pro rata refund within sixty (60) days from our receipt of your notice.

Colorado: Section VII.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days notice of cancellation.

Connecticut: Section VII.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days notice of cancellation.

Georgia: Section VII.A.3. is amended to provide at least sixty (60) days notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate.

Hawaii: Section VII.A.3. is amended to provide at least sixty (60) days notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate.

Idaho: Section VII.A.1. is amended to add the following: If you cancel coverage or reject changes under this Certificate, you will receive a pro rata refund within sixty (60) days from our receipt of your notice.

Illinois: Section VII.A.3. is amended to provide at least sixty (60) days notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate.

Iowa: The second sentence in Section VII.A.3.(c)(2) is amended as follows: However, if notice is not timely sent, enrollment shall continue notwithstanding the aggregate limit of liability until thirty (30) days from the date notice of cancellation is sent to you.

Kansas: (i) Section VII.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days notice of cancellation. (ii) The first sentence of Section VIII.F. is amended as follows: Your coverage will be cancelled and any claim may be denied in the event you knowingly and with the intent to defraud, conceal or misrepresent any material fact in a statement or written statement, at any time, concerning:. (iii) NOTE "B" below is amended to include a statement or written statement of claim or an application. (iv) The fourth sentence of Section VIII. G. is amended as follows: In the unlikely event we cannot resolve any disputes, including any claims under this Certificate, that you or we may have, **YOU AND WE MAY VOLUNTARILY AGREE AFTER THE DISPUTE ARISES TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION.**

Kentucky: The last sentence of the first paragraph under Section X. A. is deleted in its entirety.

Maryland: (i) Section VII.A.2. "Thirty (30) days" is amended to "forty-five (45) days". (ii) Section VII.A.3. is amended to provide at least sixty (60) days notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (iii) Section VII.A.3.(a) "Fifteen (15) days" is amended to "forty-five (45) days". (iv) Section VII.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least ten (10) days notice of cancellation. (v) Section VII.A.3.(c)(2) "Thirty (30) days" is amended to "fifteen (15) days". (vi) The following is added to Section VII.A.3: We may cancel this Certificate without notice if you obtain substantially similar coverage from another insurer without any lapse of coverage. (vii) Section VIII. H. 2. is amended as follows: "two (2) years" is amended to "three (3) years from the date it accrues."

Massachusetts: In the fourth sentence of Section VIII. G., the following language is deleted in its entirety: **instead of through courts of general jurisdiction.**

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

Mississippi: Section VII.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days notice of cancellation.

Montana: (i) Section VII.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least ten (10) days notice of cancellation. (ii) The fourth sentence of Section VIII. G. is amended as follows: In the unlikely event we cannot resolve any disputes, including any claims under this Certificate, that you or we may have, **YOU AND WE MAY VOLUNTARILY AGREE AFTER THE DISPUTE ARISES TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION.** (iii) The following is added to Section VIII.L: The provisions of this Certificate conform to the minimum requirements of Montana law and control, for Montana Insureds, over any conflicting statutes of another state on or after the effective date of coverage. (iv) Section IX.B. is amended to provide that the selection of the Authorized Service Facility will be at the discretion of us or our Authorized Representative.

Nebraska: (i) Section VII.A.3. is amended to provide at least sixty (60) days notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (ii) Section VII.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days notice of cancellation.

Nevada: Section VII.A.3.(a) "Fifteen (15) days" is amended to "ten (10) days".

New York: (i) Section VII.A.3. is amended to provide at least sixty (60) days notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (ii) Section VII.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days notice of cancellation. (iii) Section VII.A.3.(c)(2) "Thirty (30) days" is amended to "fifteen (15) days". (iv) The following is added to Section VII.A.3: We may cancel this Certificate without notice if you obtain substantially similar coverage from another insurer without any lapse of coverage.

North Dakota: (i) The first paragraph of Section VII.A.3. is replaced by the following: we may change the terms and conditions of this Certificate only upon providing you with at least thirty (30) days notice, or other longer period as required by law. (ii) Subsections 3(a)-(b) of Section VII A. are deleted and replaced by the following: (a) If this Certificate has been in effect for less than 90 days, we may cancel your coverage for any reason by mailing or delivering written notice to you at least 10 days before the effective date of cancellation or 30 days notice for fraud or misrepresentation. (b) If this Certificate has been in effect for 90 days or more, we may cancel for one or more of the following reasons: **1.** Nonpayment of premiums with 10 days notice of cancellation; **2.** Misrepresentation or fraud made by you or with your knowledge in obtaining coverage or in pursuing a claim; **3.** Your actions that have substantially increased or changed the risk insured; **4.** Your refusal to eliminate known conditions that increase the potential for loss after notification; **5.** Substantial change in the risk assumed unless reasonably foreseen; **6.** Loss of reinsurance which provided us with coverage for a significant amount of the underlying risk insured; or **7.** A determination by the insurance commissioner that the continuation of the policy is in violation of the law. For reasons 2.-7., we will provide 30 days notice of cancellation. (iii) The following paragraph is added to Section VIII. ADDITIONAL CONDITIONS: Q. We will mail or deliver a notice of nonrenewal to you at least 60 days prior to the expiration of coverage. The notice will state our reason for nonrenewal. We will mail or deliver our notice to your last known mailing or electronic address. We will not mail or deliver notice if you have obtained substantially similar coverage or accepted replacement coverage from another insurer.

Ohio: Section VII.A.3. is amended to provide at least sixty (60) days notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate.

Oklahoma: VIII.G. Arbitration Agreement is amended to include the following additional language: If an arbitration decision is not issued within three months of the demand for arbitration, the Insured Subscriber, provided they are not the cause of the delay, may elect to proceed in court. **WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false incomplete or misleading information is guilty of a felony.

Oregon: (i) NOTE "B" below does not apply. (ii) Section VII.A.3. is amended to provide at least sixty (60) days notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (iii) Section VII.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days notice of cancellation. (iv) The following is added to Section VIII. G. Arbitration Agreement: **Any award rendered in accordance with the arbitration provisions herein shall constitute a nonbinding award on you,** provided that you reject the arbitration decision in writing to

us within forty-five (45) days of the arbitrator's award. Under no circumstances shall a legal proceeding be filed in a federal, state or local court until such time as both you and we first obtain an arbitration award pursuant to this arbitration provision. Any arbitration occurring under this Certificate shall be administered in accordance with the Arbitration Rules unless any procedural requirement of the Arbitration Rules is inconsistent with the Oregon Uniform Arbitration Act in which case the Oregon Uniform Arbitration Act shall control as to such procedural requirement.

Pennsylvania: (i) Section VII.A.3. is amended to provide at least sixty (60) days notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (ii) Section VII.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least thirty (30) days notice of cancellation.

Puerto Rico: (i) Section VII.A.3. is amended to provide at least sixty (60) days notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (ii) Section VII.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days notice of cancellation. (iii) Section VII.A.3.(c)(2) "Thirty (30) days" is amended to "fifteen (15) days". (iv) Provided you have not presented a claim, you may, within thirty (30) days of enrollment, cancel coverage as of your original effective date of coverage and receive a refund or credit on your bill for the full premium paid by writing to: Post Office Box 411605, Kansas City, MO 64141-1605.

South Dakota: (i) Section VII.A.3. is amended to provide at least twenty (20) days notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (ii) Section VII.A.3.(a) "Fifteen (15) days" is amended to "twenty (20) days". (iii) Section VII.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least twenty (20) days notice of cancellation.

United States Virgin Islands: (i) The fourth sentence of Section VIII. G. is amended as follows: In the unlikely event we cannot resolve any disputes, including any claims under this Certificate, that you or we may have, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH NONBINDING ARBITRATION OR AN INDIVIDUAL ACTION IN A COURT OF LAW THAT HAS JURISDICTION OVER THE DISPUTE.** (ii) The second sentence in the third paragraph of Section VIII. G. is amended as follows: Notwithstanding the foregoing, this Arbitration Agreement does not preclude you from bringing an individual action in a court of law that has jurisdiction over the dispute or from informing any federal, state or local agencies or entities of your dispute. (iii) The following sentence is deleted from Section VIII.G. Arbitration Agreement: "This Certificate evidences a transaction in interstate commerce; accordingly, the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement." (iv) Section VIII. H. 2. is deleted and replaced with the following: The action is brought within one (1) year after you first have knowledge of the Loss or other events that are the basis of the action.

Utah: Section VII.A.3.(a) "Fifteen (15) days" is amended to "thirty (30) days".

Vermont: (i) Section VIII.A. is amended as follows: "thirty (30) days" is replaced with "ten (10) days." (ii) Note "B." below is deleted and replaced with the following: Any person who knowingly presents a false statement in an application for insurance or when filing a claim may be guilty of a criminal offense and subject to penalties under state law.

Washington: (i) The first paragraph of Section II. EXCLUSIONS, is deleted and replaced in its entirety by the following: We will not pay for Loss caused directly or indirectly by any of the above excluded causes of Loss, and such Loss is excluded regardless of any other cause or event that contributes concurrently to the Loss if the excluded event initiates the sequence of events that result in a Loss. (ii) The first sentence of Section VII.A.1. is amended as follows: You may cancel coverage under this Certificate by mailing or delivering to us advance notice stating when such cancellation is effective. (iii) Section VII.A.3. is amended to provide at least thirty (30) days notice if we cancel or nonrenew this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (iv) Section VII.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least ten (10) days notice of cancellation. (v) The following is added to Section VII.A.3: We retain the right to revise this Certificate at any time, provided that we will not increase the premium or the deductible or restrict coverage more than once in any six month period. (vi) Section VII.B.1. is amended as follows: Notices made pursuant to Sections A. 2 or 3 shall be in writing and include the actual reason and effective date of cancellation or nonrenewal. The coverage will end on that date. (vii) The first sentence of Section X. A. is amended as follows: **any award rendered in accordance with the arbitration provisions herein shall constitute a nonbinding award on you,** provided that you reject the arbitration decision in writing to us within forty-five (45) days of the arbitrator's award. (viii) The following sentence is deleted from Section VIII.G. Arbitration Agreement: This Certificate evidences a transaction in interstate commerce; accordingly, the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

Wyoming: (i) Section VII.A.3.(a) is amended as follows: We may cancel your coverage under this Certificate immediately for discovery of fraud or material misrepresentation. (ii) Section VII.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least ten (10) days notice of cancellation.

**NOTE: A. THIS CERTIFICATE MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY PROVIDED BY YOUR PERSONAL AUTO INSURANCE POLICY, HOMEOWNER'S INSURANCE POLICY, OR OTHER SOURCE OF COVERAGE.**

**B. 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.**

Any questions regarding the coverage provided under this Certificate should be directed to our Authorized Representative as follows:

Asurion Customer Care Center  
Post Office Box 411605  
Kansas City, MO 64141-1605  
1-888-562-8662

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## THE NUREMBERG CODE

1. The voluntary consent of the human subject is absolutely essential.

This means that the person involved should have legal capacity to give consent; should be so situated as to be able to exercise free power of choice, without the intervention of any element of force, fraud, deceit, duress, over-reaching, or other ulterior form of constraint or coercion; and should have sufficient knowledge and comprehension of the elements of the subject matter involved, as to enable him to make an understanding and enlightened decision. This latter element requires that, before the acceptance of an affirmative decision by the experimental subject, there should be made known to him the nature, duration, and purpose of the experiment; the method and means by which it is to be conducted; all inconveniences and hazards reasonably to be expected; and the effects upon his health or person, which may possibly come from his participation in the experiment.

The duty and responsibility for ascertaining the quality of the consent rests upon each individual who initiates, directs or engages in the experiment. It is a personal duty and responsibility which may not be delegated to another with impunity.

2. The experiment should be such as to yield fruitful results for the good of society, unprocurable by other methods or means of study, and not random and unnecessary in nature.

3. The experiment should be so designed and based on the results of animal experimentation and a knowledge of the natural history of the disease or other problem under study, that the anticipated results will justify the performance of the experiment.

4. The experiment should be so conducted as to avoid all unnecessary physical and mental suffering and injury.

5. No experiment should be conducted, where there is an a priori reason to believe that death or disabling injury will occur; except, perhaps, in those experiments where the experimental physicians also serve as subjects.

6. The degree of risk to be taken should never exceed that determined by the humanitarian importance of the problem to be solved by the experiment.

7. Proper preparations should be made and adequate facilities provided to protect the experimental subject against even remote possibilities of injury, disability, or death.

8. The experiment should be conducted only by scientifically qualified persons. The highest degree of skill and care should be required through all stages of the experiment of those who conduct or engage in the experiment.

9. During the course of the experiment, the human subject should be at liberty to bring the experiment to an end, if he has reached the physical or mental state, where continuation of the experiment seemed to him to be impossible.

10. During the course of the experiment, the scientist in charge must be prepared to terminate the experiment at any stage, if he has probable cause to believe, in the exercise of the good faith, superior skill and careful judgement required of him, that a continuation of the experiment is likely to result in injury, disability, or death to the experimental subject.

["Trials of War Criminals before the Nuremberg Military Tribunals under Control Council Law No. 10", Vol. 2, pp. 181-182. Washington, D.C.: U.S. Government Printing Office, 1949.]

## SF Precautionary Principle Ordinance - Highlights

*Every San Franciscan has an equal right to a healthy and safe environment.*

*All officers, boards, commissions, and departments of the City and County shall implement the Precautionary Principle in conducting the City and County's affairs:*

*One of the goals of the Precautionary Principle is to include citizens as equal partners in decisions affecting their environment. .. Public participation and an open and transparent decision making process are critical to finding and selecting alternatives.*

*. . . The community has a right to know complete and accurate information on potential human health and environmental impacts associated with the selection of products, services, operations or plans. The burden to supply this information lies with the proponent, not with the general public.*

*Based on the best available science, the Precautionary Principle requires the selection of the alternative that presents the least potential threat to human health and the City's natural systems ... including the alternative of doing nothing.*

*Where threats of serious or irreversible damage to people or nature exist, lack of full scientific certainty about cause and effect shall not be viewed as sufficient reason for the City to . . . prevent the degradation of the environment or protect the health of its citizens.*

*There is a duty . . . to prevent harm.*

TO THE HONORABLE EDMUND G. BROWN, JR.  
FROM EXPERTS WORLDWIDE IN  
OPPOSITION TO SB 649

September 19, 2017

Dear Gov. Brown:

SB 649 is on your desk awaiting your decision, and we respectfully urge a veto. This bill denies citizens and local governments the right to a voice as to where 50,000 or more new cell towers, spaced every two to ten homes, will soon be placed. Telecom will be erecting towers in the rights-of-way, and placing them on utility poles and lampposts in front of our homes, schools, places of worship and businesses. There will be no escaping the cell towers or the radiation emitted from them. SB 649 fails to mandate monitoring of radiation levels from these cell towers at a time when the FCC is closing their regional monitoring offices. A failure to monitor is a failure to regulate.

SB 649 has passed through the Senate and Assembly despite opposition from the cities of Los Angeles, San Francisco, and San Jose as well as 297 other cities, the Teamsters, AARP, Environmental Working Group, Environmental Health Trust, Communications Workers of America, the League of Cities, California Brain Tumor Association, a host of environmental and justice groups, and leaders of 47 out of 58 California counties.

There is a substantial body of evidence that this technology is harmful to humans and the environment. The 5G millimeter wave is known to heat the eyes, skin and testes, and the ubiquitous placement of these towers will expose California's population 24/7. Of particular concern are the most vulnerable among us -- the unborn, children, the infirm, the elderly and the disabled. It is also expected that populations of bees and birds will drastically decline.

Ironically, the strongest among us, the firefighters, received an exemption from SB 649. After years of their stations being targeted for cell tower placement, SPECT brain scan testing among a group of California firefighters revealed abnormalities that included cognitive impairment. This translated to firefighters occasionally getting lost while driving their emergency equipment through the streets in the same town they grew up in. Infertility and miscarriages plagued the department. Perhaps most shocking of all, the cell tower near the station was measured at **1/1000th of the allowed limit set by the FCC.**

We support the fire station exemption of SB 649. If the firefighters are impaired, we are all at risk. Yet this exemption protects the strongest of the strong and forces the most vulnerable among us to live with the greatest exposure. We find that unacceptable. We also find the health risks both real and deeply concerning.

In May 2016 the National Toxicology Program, part of the U.S. National Institutes of Health, released partial results of a \$25,000,000 study on laboratory animals which showed a link between the RF (wireless) radiation and two types of cancer, prompting the American Cancer Society's chief medical officer to note that the results "mark a paradigm shift in our understanding of radiation and cancer risk." The NTP study also found DNA breakage in brain cells, confirming multiple studies dating back to 1994. The NTP study follows the 2011 classification by IARC, the World Health Organization's cancer committee, of radiofrequency electromagnetic fields -- including cell tower radiation -- as possibly carcinogenic to humans. This puts RF radiation in the same category as DDT.

Our children are not just our progeny but the future of our state and our country. Keeping them safe must be a priority. Our homes must remain our sanctuaries. We currently have the option to turn wireless off at night, or to not use it at all. With SB 649 there is no "off" switch. Not only will SB 649 tie our hands as parents and private citizens, but this bill usurps ALL local control.

In a time that begs for strong compassionate leaders, we are turning to you to reject this bill, and work with independent health and technology experts from around the world to devise a safer solution so that we can stay connected yet protected.

Respectfully,

Lennart Hardell, MD, PhD  
Senior Consultant  
Department of Oncology  
University Hospital  
Orebro, Sweden

Frank Clegg  
CEO, Canadians for Safe Technology (C4ST), Oakville, Canada  
Former President, Microsoft Canada

Cindy Sage  
Sage Associates  
Co-Editor, BioInitiative Reports  
Montecito, California

Martin Blank, PhD  
Department of Physiology (Ret)  
Columbia University  
New York City, New York

Anthony B. Miller, MD  
Professor Emeritus  
Dalla Lana School of Public Health  
University of Toronto  
Canada

Devra Davis, PhD, MPH  
Visiting Professor, Hebrew University Hadassah Medical Center  
& Ondokuz Mayis University Medical School  
President, Environmental Health Trust  
Teton Village, Wyoming 83025

Beatrice A. Golomb, MD, PhD  
Professor of Medicine  
UCSD School of Medicine  
San Diego, California

Cindy Russell, MD  
Physicians for Safe Technology  
Menlo Park, California

Susan Foster  
Medical Writer & Organizer, SPECT Brain Scan  
Study of California Firefighter (2004)  
Honorary Firefighter, San Diego Fire Department  
Rancho Santa Fe, California

Ellie Marks, Director  
California Brain Tumor Association  
San Francisco, California

Andrew A. Marino, PhD, JD  
Professor, Department of Neurology (Ret)  
LSU Medical School  
Shreveport, Louisiana

Jerry L. Phillips, PhD  
Executive Director, Excel Centers  
Professor Attendant, Department of Chemistry & Biochemistry  
University of Colorado  
Colorado Springs, Colorado

Martin L. Pall, PhD  
Professor Emeritus of Biochemistry and Basic Medical Sciences  
Washington State University  
Pullman, Washington

Elihu D. Richter, MD, MPH  
Professor, The Hebrew University of Jerusalem  
The Hebrew University of Jerusalem  
Jerusalem Area, Israel



Paul Héroux, PhD  
Occupational Health Program Director  
Department of Epidemiology, Biostatistics and Occupational Health  
McGill University Medicine  
Montreal, Canada

Dr. Yael Stein MD  
Physician and researcher of health effects of electromagnetic radiation  
Hebrew University – Hadassah Medical Center  
Jerusalem, Israel

Dr. Erica Mallery-Blythe BMBS Soton  
Founder of PHIRE (Physicians' Health Initiative for Radiation and Environment)  
Trustee RRT (Radiation Research Trust)  
Scientific Advisor ORSAA (Oceania Radiofrequency Advisory Association)  
Medical Advisor ES-UK  
United Kingdom

William J. Rea, M.D.  
Environmental Health Center - Dallas  
Dallas, Texas

# Media Advisory – long form

**Contact:** Camilla Rees, MBA, Senior Policy Advisor  
National Institute for Science, Law & Public Policy  
917-359-8450

## Wireless Networks Are Not as Fast, Secure, Reliable or Energy-Efficient as Wired Systems, Says New Report

*The U.S. Should Instead Invest in Hard-Wired Telecommunications Infrastructure to Support Economic Growth, Bridge the Digital Divide and Diminish Risks to Security, Privacy, Public Health and the Environment*

### Re-Inventing Wires: The Future of Landlines and Networks

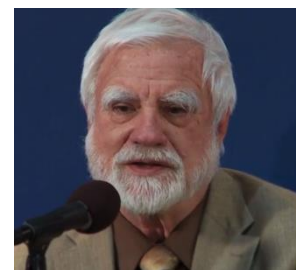


National Institute for Science, Law & Public Policy  
Washington, DC

WASHINGTON, D.C. January 26, 2018. A public policy report on the Internet and the future of landlines and wireless networks, [“Re-Inventing Wires: The Future of Landlines and Networks”](#) was published online today by the National Institute for Science, Law & Public Policy (NISLAPP) in Washington, D.C. Because broadband networks and the Internet have become vital components of our nation’s physical, cultural and social structure, the future of these networks, the report says, must be steered towards the fastest, most reliable and future-proof, and secure infrastructure available. Such infrastructure would be wired, not wireless.

[“Re-Inventing Wires: The Future of Landlines and Networks”](#) is authored by communications technology expert Dr. Timothy Schoechle, PhD, an international consultant in computer engineering and standardization, former faculty member of the University of Colorado, College of Engineering and Applied Science and Senior Research Fellow at the National Institute for Science, Law & Public Policy.

Dr. Schoechle says, **“We are seeing the present national emphasis on wireless technologies because the “triopoly”, of Verizon, AT&T, and Comcast that dominates our access to the Internet imposes artificial scarcity, planned obsolescence, and high prices to maintain their immense profits. It is in their interest to obscure the fact that advanced copper and optical fiber are far superior to wireless in both cost and performance.”**



From a broad analysis of available data, *“Re-Inventing Wires: The Future of Landlines and Networks”* demonstrates wireless systems cannot provide long-term solutions for universal, reliable and affordable Internet accessibility, nor support the ever-increasing data rates that will be needed in the near future for each American home and business. Investment in wired, not wireless, information infrastructure is needed across the U.S. right now.

Schoechle says, ***“Government officials have been misled about the adequacy of wireless communications. Legislators should stop enabling the wireless industry’s plans for massive new deployments of 4G LTE and soon 5G millimeter wave antennas throughout American neighborhoods, and instead commit to supporting reliable, energy-efficient and enduring hard-wired telecommunications infrastructure that meets the nation’s immediate and long-term needs.*”**

***“Re-Inventing Wires: The Future of Landlines and Networks”*** explains why on *technological* and other grounds an intensely wireless approach to communications is the wrong direction.

The wireless industry is forging full throttle ahead to install millions of new antennas, and dozens of Bills in Congress, and in State legislatures, seek to pre-empt local laws and regulations. A national fiber broadband system deployed as close to the consumer as possible, the report says, is a more intelligent choice, in many respects. A national network of locally controlled fiber networks would far better serve to sustain economic growth and competitiveness, meet projected market demand, overcome access inequality and second-rate connectivity issues, and diminish a range of well-known risks from wireless communication, including safety, security, privacy, public health and environmental risks, while at the same time reducing the extraordinary, and little considered, energy requirements of wireless and cellular networks.

Schoechle says, ***“An advanced information highway is what is needed, not an inefficient and expensive ‘toll road’.”***

He adds, ***“The Internet has become one of the defining technologies of our society. It is our central medium for commerce and communication—but more importantly—for our public discourse, engagement, and democratic governance. Largely due to failures and consequences of the Telecommunications Act of 1996, the internet is not living up to its potential. It has been hijacked by the commercial motivations that have come to re-define and constrain the availability, quality, content, and media of high-speed access in the United States...While other countries are investing to assure citizens’ access to a fast and reliable information highway, U.S. legislators appear asleep at the switch, captured by the wireless industry and its lobbyists.”***

### ***Re-Inventing Wires*** illuminates why:

- **The Telecommunications Act of 1996 has resulted in the reconsolidation of communications monopoly providers dominated now by a “triopoly”** that has come to be even more limiting and detrimental than the original AT&T Bell System monopoly.
- **The privatized wireless market has failed to deliver adequate and sustainable connectivity,** resulting in the U.S. falling in rank to #17 of 20 among developed countries in fixed broadband penetration as a percentage of the population.
- **Only a fiber-based broadband system can overcome the access inequality and second-rate connectivity currently impeding our nation in a myriad of ways.** Optical fiber technology, comprised of wires that carry data encoded on light beams, is easily capable of delivering data rates that are orders of magnitude greater than cable, DSL and wireless. Wireline stays roughly two orders of magnitude ahead, i.e. about 100 times as fast, as wireless.
- **Wireless technologies are unreliable, vulnerable to security and privacy problems and prone to both latency and delay issues.** Wireless provides poorer voice quality, artificial scarcity of service, unnecessarily high costs to the public, and, importantly, negative economies for speed. Due to collusion among dominant incumbent providers, the nation is now left with expensive,

second-rate wired services for the rich, expensive, second-rate wireless services (or no service at all) for those who cannot afford wires, and no national effort to pursue advanced fiber networks that are being readily adopted by the rest of the world.

- **Local communities must build and finance broadband fiber networks**, in the same way that state and local governments provide schools, streets, bridges, water systems, sewers and libraries. Fast, reliable internet access has taken on the same importance as other basic needs. States and cities must lead the way to a reliable, safe, resilient, energy efficient and affordable “information highway”. High-speed fiber networks should be funded by public funds, taxes, municipal bonds and grants from governments and foundations, not by private business with commercial conflicts of interest.
- **Copper wires have a very important role to play in extending fiber optic networks to the home, and tax-payer funded copper wire infrastructure should not be dismantled.** The rhetoric about copper being “obsolete” is propaganda promoted by wireless carriers. New technologies such as VDSL and G.fast allow the older copper phone wires to outperform wireless and deliver fast gigabit data and also DC power, as well as in some cases achieving capabilities comparable to, or surpassing in some respects, optical fiber. Dismantling decades of investment in copper wires in the U.S. only serves the ambitions of the wireless companies, and should be prohibited.
- **The price of fiber buildout in the U.S. may not be as high as represented when the performance improvements in both new and legacy copper and fiber are considered.** A hybrid solution may be possible based on a fiber backbone with tails of copper, coax, and fixed wireless, especially if synergies with electric power system upgrades are factored in.
- **The National Broadband Plan (NBP) (FCC, 2010), an exhaustive report by the FCC that was to lay out a path to national broadband access, overstated the costs for fiber using the assumption of 100% penetration by new fiber, and then tried to justify a cheaper approach using wireless.**
- **Investing for the future in fiber based internet access for communities pays off**, such as in Chattanooga’s cutting-edge fiber network, where the municipal broadband system cost \$220 million to develop, and thus far has translated into \$865 million in economic growth for the city. Longmont, Colorado’s NextLight™ municipal broadband system is barely a year old but the availability of cheap (\$49/month), symmetrical, neutral and fast broadband is already proving to be a magnet for business relative to neighboring communities.
- **Deployment of wired systems is being suppressed by regulatory politics and corporate business strategies that enrich the “triopoly” players Verizon, AT&T and Comcast.** The triopoly has deliberately obstructed community and municipal broadband networks by sponsoring the adoption of state laws that preempt wireline competition from public municipalities.
- **The cost of internet access can be significantly reduced with fiber networks.** Presently, by blocking municipal fiber, but at the same time declining to build it out themselves, the dominant carriers are able to “cherry-pick” the most profitable customers and maintain artificial scarcity and high prices—while rural communities and the urban poor languish on the wrong side of the “digital divide.” Community-based fiber networks can provide lower cost, affordable services to all.
- **Net Neutrality is essential.** Business priorities and market power must not be permitted to preempt the public interest in the design and implementation of important basic infrastructure, thereby jeopardizing fair, equal and affordable information access for all citizens. FCC Chairman Ajit Pai, a former Verizon executive, is now calling the previous administration's Net Neutrality common carrier policy “last century telecom regulation”. However, what he is advocating for is actually backward-looking 19<sup>th</sup> century “robber baron” monopoly deregulation.

- **Wireless networks are energy guzzling and not sustainable.** A wired connection (copper, DSL, cable, fiber) is the most energy efficient method to access the internet. An “explosion” in energy consumption, approaching 5–10% of world electricity supply, is now needed for the operation and manufacture of wireless infrastructure. The average iPhone, for example, uses more energy than a mid-size ENERGY STAR® compliant refrigerator, or about 361 kW-h counting wireless connections, data usage and battery charging. In the 3 years between 2012-2015 the wireless cloud increased its carbon footprint by the equivalent of adding 4.9 million cars to the road. Ironically, the global internet system is almost entirely dependent on an inefficient, polluting, and archaic energy source—coal. This irresponsible trajectory is entirely avoidable using fiber communications networks to the home.
- **Universal dependence on wireless systems leave people vulnerable in the event of power grid failure.**  
In the event of a prolonged power outage, mobile devices leave people with no service, compared to landlines with independent power sources. These can offer reliable communication even when the grid is down.
- **The millions of planned 4G LTE antennas and experimental 5G millimeter wave antennas planned to be placed densely throughout metropolitan and rural neighborhoods by wireless companies in coming years, with all of the attendant risks, are not needed.**
- **5G and the Internet of Things (IoT) are engines of forced obsolescence, intended to create lucrative public demand for more millions of new chips, apps, wireless devices and appliances.** The Internet of Things (IoT) will also enable commercial interests to collect huge troves of data about the most intimate details of our lives, details that can be sold and/or captured by botnets. When critical systems are linked to remote actuators and/or cloud-based software, those links can become vulnerable, inadequate or inappropriate. IoT also raises many health and safety issues, such as what if a stove or oven is activated by a cell phone when something flammable is nearby? Or a hacker in China finds a way to control door locks, furnaces or the national grid system? The very concept of a wireless Internet of Things must be considered for what it is—in large part an unnecessary technology looking for a market and wireless industry cash cow.
- **New USB and premises wiring and cabling technologies for inside homes and buildings provide a secure and reliable alternative to Wi-Fi and other wireless access platforms.** The ideal model for a national fiber system is fiber-to-the-curb (FTTC) or fiber-to-the-home (FTTH) whereby a fiber terminates on a gateway modem box at the curb or premises where digital data is then converted to Ethernet over copper wire. This gateway can efficiently separate out and deliver TV, voice telephone and Internet service within the home. New building wiring standards eliminate the need for both millimeter wave backhaul and wasteful 5G wireless systems.
- **Fiber and Energy Management Work Well in Tandem.** Combining fiber access networks with local electric power distribution grids where possible enables sharing of poles and wires, and it enables control of community solar and premises solar-plus-storage. Fiber can greatly facilitate real-time energy management and it can help eliminate the high costs and reported health dangers of separate smart metering networks. Communities that already own their electric utilities will have great advantages and opportunities.
- **The proliferation of frivolous wireless uses, such as gaming, entertainment-streaming and advertising is currently causing serious spectrum deficiencies.** As wireless spectrum deficiencies become a greater problem, wireless providers ramp up the fight over less-desirable frequency bands. No one yet knows what will happen to wireless spectrum requirements when 50 billion IoT consumer devices are Internet-connected. The greater the battles over spectrum,



the more cell sites and DAS (small cell) wireless antennas are needed to stretch the spectrum and accommodate inefficient, energy guzzling wireless services. For this reason, as well, the hard wiring alternative to wireless must be pursued.

- **Wireless technologies may pose a lurking health ‘time bomb’ with wide-scale ramifications and costs, like tobacco, lead and asbestos.** Presently, there are over 150 published scientific review studies, comprising thousands of studies, showing biological and health effects from electromagnetic fields. There has been little research on the biological and health effects of the planned 5G millimeter wave frequencies, and no testing of the 5G systems to be deployed, and scientists are weighing. Hard-wired internet access would eliminate these potential health effects and the associated health care costs.
- **Under the influence of the wireless industry, citizens have become entangled in a perpetual quagmire of voracious advertising.** The World Wide Web has become dysfunctional, vulnerable, inefficient and wasteful. Customers are inundated with “apps” that continually nudge consumers to the newest wireless thing, encourage dependence on the energy-wasting ‘cloud’ and force rapid obsolescence of both hardware and software services. There is increasing alarm over the near and long term social, cultural, and mental effects of smartphones. These risks need to be better understood before diving into massive new deployments of wireless networks and devices.

## **Recommendations (from “*Re-Inventing Wires*”)**

The central conclusions of “*Re-Inventing Wires: The Future of Landlines and Networks*” are:

- Internet access in the United States has been hijacked by commercial interests and motivations that constrain its availability, quality, content, and media.
- High-speed optical fiber-based Internet access network should be available to every community with a direct hard-wired connection to every household and workplace.
- The Internet has become a basic public good vital to our society, and it should be available to all in a safe, reliable, fair, affordable, and energy efficient manner.
- Wireless access service is not an adequate substitute for wires, and should be considered adjunct to wired.
- So-called *public-private partnerships* inevitably tend to introduce inherent conflicts of interest between the public and private for-profit investors. Thus, in principle, community networks should be financed, constructed, and managed in a manner analogous to such public infrastructure as municipal water systems, sewers, streets, or libraries—keeping local governments in the driver’s seat.

## **Communities and policymakers must (from “*Re-Inventing Wires*”):**

1. **Invest in Fiber.** It is recommended that communities invest in fiber to the home (FTTH), to break up the monopoly and triopoly in network provision.
  - Bring the fiber as close to the user as possible.
  - Take advantage of advances in wired technologies
  - Revive, renew, and expand the use of a ‘copper tail’ in the access networks and within homes and buildings wherever appropriate
  - Resort to wireless access only at endpoints, if at all, and primarily for things that move, or in situations where wiring is not possible or practical.

- Invest in fiber to serve the public, not with the goal of serving wireless providers and investors.
2. **Defend Net Neutrality.** Net neutrality is a fundamental principle and a defining issue for the future of the Internet. Business priorities and market power cannot be permitted to preempt the public interest in the design and implementation of important basic infrastructure.
  3. **Repeal State Laws Impeding or Preventing Municipal Broadband Networks.** Private, for-profit telecommunications monopoly corporations have obstructed community and municipal broadband network initiatives and at the same time, have failed to develop such broadband, resulting in monopoly, scarcity, excessively high costs, and inferior service.
  4. **Combine fiber access networks with local electric power distribution grids wherever possible.** Community-based and municipal electric utilities are well poised to take advantage of synergy between fiber networks and local electricity distribution grids. They are both basic public utilities. Many of the same facilities can be shared and customer relationships are already in place. Local fiber networks can enhance and speed the transition now underway to renewable, sustainable energy. Publically-owned utilities are already accustomed to financing their own capital improvements.
  5. **Significantly reduce energy consumption using wired rather than wireless communications technologies.** Internet energy consumption is growing at an unsustainable rate, with the biggest culprits being data centers and (most significantly) wireless access networks. The main energy culprit is wireless video. A wired connection (copper, DSL, cable, fiber) is the most energy efficient method to access the network. Access through WiFi increases the energy use. However, if wireless access is made through a cellular network tower, energy use soars. Wireless traffic through 3G uses 15 times more energy than WiFi, while 4G consumes 23 times more. Also, since as much as half of Internet traffic is fraudulent, addressing the present advertising business model of the Internet is also essential. Core and access network architecture needs thorough reworking for efficiency. Distributed data centers offer another way to reduce energy usage. In spite of, and often in opposition to, the position that the cloud is energy-efficient is a body of analysis demonstrating that the wireless network's consumption of energy is more prodigious than commonly understood and rapidly-growing, consuming an increasing portion of global electricity supply. Consciousness about energy efficiency must be central to our information highway.
  6. **Rethink the Internet of Things (IoT).** The principal rationale for IPv6 is fallacious. The notion that all IoT devices can or should be directly interconnected is erroneous and problematic. IPv6 deployment is in large part a solution looking for a problem and a technology looking for a market. Further, the Internet of Things is set to trigger a whirlwind of investment and connected infrastructure growth that has the massive potential to grow operational electricity use of the Internet.
  7. **Develop standards for privacy and security.** Industry and policymakers offer lip service to privacy and security but consistently fail to make the necessary investments and implement the technological solutions required to effectively address these problems because the costs of these risks are not visible or measurable and are not borne by the designers or operators. One advantage of optical fiber based internet it is can allow for a gateway that can assure security and privacy.
  8. **Abandon 5G wireless as it is unneeded by the public or the market.** Promotional hype surrounding 5G wireless is a technology push likely driven more by planned obsolescence and

selling new generations of chips, software apps, and smartphones rather than by any demonstrated public or market need that cannot be better met by simpler and more enduring wired infrastructure or still-emerging 4G LTE technology. The promotion of 5G is likely related in large part to the industry's incentive to reallocate and resell millimeter wave television spectrum to reap enormous revenues and profits.

9. **Raise awareness of known and unknown health consequences from pervasive microwave, and planned millimeter wave, radiation.** Evidence of biological and potential health effects from electromagnetic radiation emitted by wireless technologies and infrastructure is adequate to warrant a major commitment throughout the telecommunications industry to understanding these risks, and to rethinking development efforts in line with the public's best interests.
10. **Find New Business Models to Support the Internet.** The advertising-based business model has invaded the Internet over the past two decades. The internet has been rendered dysfunctional, vulnerable, and inefficient, and has resulted in concentrated corporate control and influence, reversing the original concept of a decentralized, distributed, open, democratic, egalitarian network providing access to knowledge and public discourse (Perry, 2016)
11. **Local Communities Must Assume Responsibility for Creating Reliable, Safe, High Speed Internet Access.** The nation's wired communication infrastructure at all levels—rural, town, city and nation—constitutes an 'electronic commons' that is essential to commerce, education, jobs, the economy, social cohesion, communications, and international competitiveness. This infrastructure is at risk, and popular beliefs, social forces, policy choices, and private business decisions threaten to damage this precious civic asset.

*"Reinventing Wires: The Future of Landlines and Networks"* seeks to give policymakers pause about the accelerating wireless frenzy, while illuminating the consequences of the nation's neglect of wired infrastructure. It examines current impediments to competition, and the importance of net neutrality, which is necessary to ensure fair, equal and affordable information access for all citizens. Most importantly, it explains the renaissance that has occurred in wired technologies in recent years and how these advances offer dynamic potential for America's sustainable connectivity of the future.

Download ["Re-Inventing Wires: The Future of Landlines and Networks"](#)