

**New Hampshire Insurance Company  
(being a capital stock company)  
1271 Avenue of the Americas  
1271 6th Ave, New York, NY 10020  
Telephone No. 212-770-7000**

## **YOUR WIRELESS EQUIPMENT DEVICE COVERAGE**

### **QUICK REFERENCE**

**COVERAGE IS PROVIDED BY  
NEW HAMPSHIRE INSURANCE COMPANY**

<b>POLICY PROVISION</b>	<b>BEGINNING ON PAGE</b>
Section I – Definitions	3
Section II – Coverages	4
Section III – Limits of Liability	5
Section IV – Eligibility	5
Section V – Deductible	5
Section VI – Conditions in the Event of Loss	6
Section VII – Your Duties After a Loss	6
Section VIII – Our Duties in Event of Loss	7
Section IX – Exclusions	8
Section X – General Conditions	9

The Policy together with the Declarations Page and Endorsements, if any, complete the policy.

## POLICY PROVISIONS

The insurance company named on Your Declarations Page will provide the insurance described in this policy. You agree to pay the premium and comply with Your responsibilities described in this policy.

Various provisions in this policy restrict or exclude coverage. Read the entire policy carefully to determine Your rights and duties, and what is and is not covered. We have no duty to provide coverage unless there has been full compliance with this policy.

### SECTION I – DEFINITIONS

In this policy, We use words in their plain English meaning. Words with special meaning are defined here or in the policy where they are used. Throughout the policy, defined terms will be bolded when used.

The words “You,” “Your” and “Yours” refer to the person or persons named on the Declarations Page as the Named Insured and any **Family Members** who live in the same household. The words “We”, “Us”, “Our” and “Ours” refer to the insurance company named on the Declarations Page.

**Authorized Service Facility** means the location or locations that serve as a repair or replacement facility for the program and supply replacements or perform repairs for the **Device**. Selection of the **Authorized Service Facility** will be at the sole discretion of Us or Our authorized representative.

**Computer System** means any electronic hardware or software, or components thereof, that are used to store, process, access, transmit or receive information.

**Computer Virus** means malicious software that damages, destroys, or otherwise interferes with the performance of any **Data**, media, software, or system on or connected to the **Device**.

**Data** means information input to, stored on, or processed by the **Device**.

**Date of Loss** means the date on which a **Loss** to the **Device** occurs.

**Device** means wireless equipment owned by You as shown in Your Declarations Page which: 1) has a unique identification number, International Mobile Equipment Identity (IMEI), Electronic Serial Number (ESN) or Mobile Equipment ID (MEID) associated with an active account with a **Wireless Service Provider**; and 2) there has been airtime usage logged on device immediately prior to the time of loss.

**Direct, Sudden and Accidental Damage** means a fortuitous event that causes direct physical damage to the **Device**. None of the following is **Direct, Sudden and Accidental Damage** however caused and without regard to whether such condition or event is normal and expected or unusual and unexpected:

- 1) depletion, deterioration, rust, corrosion, erosion, settling or wear and tear;

- 2) any gradually developing condition;
- 3) any defect, programming error, programming limitation, **Computer Virus**, malicious code, loss of **Data**, loss of access, loss of use, loss of functionality or other condition within or involving **Data** or media of any kind; or
- 4) contamination by a hazardous substance.

**Electronic Data** means any data stored on a **Computer System**.

[**Enrollment Date** means the date You enrolled for coverage under this policy.]

**External Media** means physical objects on which **Data** can be stored but which are not integrated components of the **Device** required for it to function. This includes but is not limited to **Data** cards, memory cards, external hard drives, and flash drives.

**Family Member** means a person related to the Named Insured by blood, marriage or adoption that lives in the Named Insured's household.

**Loss** means **Direct, Sudden and Accidental Damage; Theft; Lost or Mechanical or Electrical Failure** of a or to a covered **Device**.

**Lost** means the misplacement of the **Device** in an unexplained manner where the **Device** is unrecoverable.

**Mechanical or Electrical Failure** means failure of **Device** to operate due to a faulty part or workmanship or normal wear and tear when operated according to the manufacturer's instructions.

[**Policy Start Date** means the date this policy takes effect and You first become eligible for coverage under this policy. The Policy Start Date is listed in the Declarations Page.]

**Theft** means the unlawful taking of the **Device** to Your deprivation.

[**Wait Period** means an initial period of up to thirty (30) days between the Enrollment Date and the Policy Start Date during which any losses and claims are ineligible for coverage. The **Wait Period** only applies to the initial term of coverage and does not apply to any renewal term. If applicable, the length of the **Wait Period** will be listed in the Declarations Page.]

**Wireless Service Provider** means the entity who is providing the wireless telephone or communications services.

## **SECTION II - COVERAGES**

Subject to all terms, conditions, exclusions and limits of insurance pursuant to this policy, and in return for You paying the premium when due, We agree to cover any **Loss** of Your **Devices** occurring while Your coverage is in effect.

[There will be an initial Wait Period between the Enrollment Date and the Policy Start Date. **ANY**

**LOSSES OR CLAIMS THAT OCCUR OR TAKE PLACE DURING THE WAIT PERIOD ARE NOT ELIGIBLE FOR COVERAGE.]**The amount of coverage for each class of **Device** is shown on the Declarations Page.

If there is a replacement of the **Device** following a covered **Loss**, the replacement:

- 1) May not include identical features and functions;
- 2) May be remanufactured, refurbished and may contain non-original manufacturer parts; and
- 3) May be a different model, brand and color.

**This insurance is primary over any other insurance You may have.**

### **SECTION III – LIMITS OF LIABILITY**

The maximum number of replacements or repairs for all covered **Devices** is two (2) per Policy Period as shown on the Declarations Page. The most We will pay, for any one occurrence, to replace or repair **Device** due to a **Loss** is the current market value for the **Device** at the time of Loss. We will not pay for a replacement having a retail value of or for repair costs that are more than the limit or \$1,500.00, or less than the applicable deductible set forth below.

### **SECTION IV- ELIGIBILITY**

If applicable, You must have activated the standard tracking application provided on Your **Device** and keep it activated for the duration of the term of Your coverage to be and remain eligible for coverage.

### **SECTION V – DEDUCTIBLE**

A non-refundable deductible, as set forth in the schedule below, is payable at the time a repair or replacement is approved by Us or Our authorized representative for each repair or replacement based on the category of the **Device** being repaired or replaced.

An additional non-returned equipment charge may apply if You fail to send the **Device** to Us or Our authorized representative as directed.

The applicable deductible is set forth in the deductible schedule below.

<b>Deductibles</b>			
<b>Covered Device Retail Value</b>	<b>Repair Deductible for each claim</b>	<b>Irreparable* Deductible for each claim</b>	<b>Lost or Theft Deductible for each claim</b>
Up to \$500	\$49.00	\$99.00	\$199.00
\$500 and above	\$99.00	\$199.00	\$299.00

\*In the event the Service Provider, in its sole discretion, is of the opinion that it is not economical to repair the damaged covered **Device**, the Service Provider may declare the damaged covered **Device** as irreparable and You shall be entitled to a replacement device (subject to the irreparable deductible payment in the the above table).

## SECTION VI – CONDITIONS IN THE EVENT OF LOSS

In event of a **Loss**, We will arrange for the repair or replacement of the **Device** through the **Authorized Service Facility**. We reserve the right to change methods by which the **Authorized Service Facility** may provide repair or replacement service to You, and Your **Device**'s eligibility to receive a particular method of service.

We may elect to provide You with a payment, at the sole discretion of Us or Our authorized representative, equal to the current market value of the **Device**, less any applicable deductibles, as determined by Us or Our authorized representative, not to exceed the original purchase price of the **Device**, including taxes, in lieu of actual repair or replacement of the **Device**. Technological advances may result in a replacement with a lower selling price than the original **Device**.

Equipment failure evaluation performed by the **Wireless Service Provider**, the entity that You purchased Your **Device** from and/or Our authorized representative and/or the manufacturer, may be required at Our, or Our authorized representative, option prior to approval of Your request for repair or replacement of the **Device**.

## SECTION VII - YOUR DUTIES AFTER A LOSS

In the event of a covered **Loss** to or of a **Device**, You must cooperate with Us (and Our authorized representative) and must perform the following duties:

- 1) Notify Us within 30 days of the **Date of Loss**. If You do not report the **Loss** within 30 days, You will have forfeited Your claim. Give a complete description of:
  - a. The **Device**, 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** occurred.
- 2) You must satisfy the nonrefundable deductible applicable to the **Loss**.
- 3) If requested by Us, 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.
- 4) If requested by Us, You must provide a police report case number, and/or a copy of the police report.
- 5) Provide proof of **Loss** and ownership if required. These records must be provided within 30 days after Our request for the documentation. This could include but is not limited to:
  - a. Proof of ownership of the **Device** by You, such as a bill of sale, receipt, proof of purchase or warranty exchange.

- b. Proof of **Loss** containing the information We request to settle the claim.
  - c. A copy of government-issued photo identification.
  - d. Other records and documents that may be reasonably requested.
- 6) Permit Us to inspect the damaged **Device**. If We request to evaluate the **Device** failure prior to completion of Your claim, We may require You to take the **Device** to a specified location in Your area, or send it to Our authorized representative or **Authorized Service Facility**.
- 7) Take all reasonable steps to minimize the **Loss** and to protect the **Device** from further damage.
- 8) If requested You must send to Us the damaged **Device** including, if coverage is provided under the policy, the **Device** that suffered **Mechanical or Electrical Failure**, to the **Authorized Service Facility** or other designated location. Disposal of the damaged **Device** other than by returning it to the **Authorized Service Facility**, or other location designated by Us, requires the prior consent of Us or our authorized representative. If the damaged **Device** is not returned as directed within 15 days of the receipt of the replacement equipment, a non-refundable fee as applicable to the model of **Device**, not to exceed the current market value for the **Device** at the time of Loss, may be charged to You. You can avoid this charge by returning the **Device** as directed.

Your failure to take delivery of replacement equipment provided by Us or Our authorized representative may result in forfeiture of the replacement equipment.

## **SECTION VIII - OUR DUTIES IN EVENT OF LOSS**

- 1) If a claim is made, We will provide You an assessment of the claim after We receive all the information requested from You or We will notify You that We will need additional time and/or additional information to process the claim. Repair or replacement of the lost or damaged **Device** will be completed when You have complied with all the terms of the policy, We have received all information necessary to process the claims and We have agreed to the repair or replacement.
- 2) At Our option, We may repair the **Device** with substitute parts or provide substitute equipment that:
- a. Is of like kind, quality and functionality;
  - b. Is either new, refurbished or remanufactured, and may contain original or non-original manufacturer parts; and
  - c. Is a different brand, model or color.
- 3) We will ship the approved replacement equipment directly to You within the United States. If You are not available at the time of delivery, You may be required to pay the costs of reshipping Your replacement equipment.

## SECTION IX - EXCLUSIONS

We will not cover for any loss directly or indirectly caused by or resulting from any of the events, conditions or following causes:

- 1) Damage to the **Device** which is:
  - a. cosmetic damage including but not limited to marring, scratching, discoloration, or any type of damage or failure that does not affect how the **Device** works;
  - b. the result of alterations, maintenance, repairs, faulty design, or any process of cleaning or restoring; or
  - c. due to obsolescence, including technical obsolescence of the **Device**.
  
- 2) Any loss You may suffer or costs incurred by You for:
  - a. loss of value, loss of use, loss of personalized **Data**, customized software, or information stored in memories, or any consequential loss (including but not limited to any economic loss or other loss of turnover, profits, business, goodwill or expected savings), except as set out elsewhere in this policy;
  - b. **Direct, Sudden and Accidental Damage** to the **Device**, **Theft** or **Lost** or **Mechanical or Electrical Failure** of the **Device**, when repairing or replacing antennas, battery chargers or batteries where these items are the only part of the **Device** that have suffered a **Loss**;
  - c. any **Direct, Sudden and Accidental Damage** to **Device**, **Theft** or **Lost Device**, or **Mechanical or Electrical Failure** of the **Device** caused by any deliberate act by You, or any person using the **Device** with Your permission;
  - d. costs or charges when replacing car kits and other accessories which can no longer be used with the **Device**;
  - e. any government or public authority confiscating the **Device**;
  - f. returning the **Device** for repair, or collecting the **Device** once it has been repaired or costs involved with collecting replacement equipment;
  - g. repairing or providing replacement equipment where the damage to the **Device** is covered by the relevant manufacturer's guarantee or warranty for either parts or labor;
  - h. loss caused by or resulting from a **Computer Virus**;
  - i. loss caused by or resulting from preventative maintenance or preferential adjustments;
  - j. loss caused by insects, rodents or other vermin;
  - k. loss caused by abuse of the **Device** or resulting from use of the **Device** in a manner for which it was not intended or designed by the manufacturer, or any act that voids the manufacturer's warranty;
  - l. the **Device** being routinely serviced, inspected, adjusted or cleaned;
  - m. war risks as You are not covered for any **Direct, Sudden and Accidental Damage** to **Device**, **Theft** or **Lost** of the **Device**, or **Mechanical** or **Electrical Failure** of the **Device** arising as a result of war (whether war is declared or not), riot, terrorism, revolution or any similar event;
  - n. repairing or replacing the **Device** where the **Direct, Sudden and Accidental Damage** to the **Device**, **Theft** or **Lost** of the **Device**, or **Mechanical** or **Electrical Failure** of the **Device** are a result of a sudden, uncontrollable event produced by natural forces, such as an earthquake, hurricane, tornado, pandemic, pollution or similar event;

- o. any property or equipment that is not the **Device**;
- p. contraband **Device** in the course of illegal transportation or trade;
- q. any antenna or wiring attached to, protruding from, or on the exterior of any vehicle or watercraft;
- r. the **Device** in transit to **You** from a manufacturer or seller;
- s. **Data, External Media**, and software;
- t. color face plates or other accessories;
- u. any **Device** whose unique identification number (IMEI or ESN, etc.) has been altered, defaced or removed;
- v. manufacturer's recall or error or omission in design, programming or system configuration;
- w. loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate any **Computer System** within the **Device** as a result of any cause other than those provided under this policy, including any unauthorized access or unauthorized use of such system, a denial of service attack or receipt or transmission of malicious code; or
- x. loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate any **Electronic Data** within the **Device**, including any such loss caused by unauthorized access or unauthorized use of such data, a denial of service attack or receipt or transmission of malicious code.

## SECTION X – GENERAL CONDITIONS

These conditions apply to Your policy in general.

### 1) **Policy Period**

The effective dates of Your policy are shown on the Declarations Page. Those dates begin at 12:01 A.M. local time at the mailing address shown. All coverages under this policy apply to occurrences that take place while this policy is in effect.

### 2) **Renewals**

We may offer to continue this policy for a renewal period, at the current or revised premium, under the policy provisions in effect at the date of renewal. We can do this by delivering You a bill for the premium, along with any changes in the policy provisions or amounts of coverage, by mailing to the address shown on the Declarations Page or by any other method permissible by law.

You may accept Our offer by paying the required premium on or prior to the start date of each renewal period.

### 3) **Rights of Recovery**

Any recovery of lost or stolen property will accrue entirely to Our benefit. If We make a payment or provide a repair or replacement under this policy, We will assume any recovery rights You have in connection with that **Loss**, to the extent We have paid for the **Loss**.

All of Your rights of recovery will become Our rights to the extent of any payment We make under



this policy. You will do everything reasonably necessary to secure such rights; and do nothing after a **Loss** to prejudice such rights.

#### 4) **Concealment or Fraud**

This entire policy is voidable if You have intentionally concealed or misrepresented any material fact, engaged in fraudulent conduct or made false statements relating to this policy before or after a **Loss**.

#### 5) **Policy Changes**

This policy can be changed only by a written amendment We issue.

#### 6) **Conforming to State Law**

If any provision of this policy conflicts with the laws of the state in which You live, this policy is amended to conform to those laws.

#### 7) **Assignment**

You cannot transfer Your interest in this policy to anyone else unless We agree in writing to the transfer.

#### 8) **Legal Action Against Us**

You agree not to bring legal action against Us unless You have first complied with all conditions of this policy. You also agree to bring any action against Us within 1 year after a loss occurs, but not until 30 days after proof of loss has been filed and the amount of loss has been determined.

#### 9) **Examination of Your Books and Records**

We may examine and audit Your books and records as they relate to this policy at any time during the Policy Period and up to 3 years afterward.

#### 10) **Salvage**

When We pay for a replacement, We or Our authorized representative may keep all or part of the damaged **Device**.

#### 11) **Cancellation**

You may cancel this policy or any part of it at any time by notifying Us or Our authorized representative in writing of the future date that the cancellation is to take effect. We may cancel this policy subject to the following conditions:

- a. **Nonpayment of Premium:** We may cancel this policy with 10 days notice if You fail to pay the premium by the due date.
- b. **Misrepresentation:** We may cancel this policy with 30 days notice if the coverage was obtained through misrepresentation, fraudulent statements, omissions, or concealment of a fact that is relevant to the acceptance of the risk or to the hazard We assumed.
- c. **Increase in Hazard:** We may cancel this policy with 30 days notice in the event or circumstance of a material increase in, or a change to, the covered property that increases the hazard insured against.
- d. **Conviction of Crime:** We may cancel this policy with 30 days notice if You have been convicted of a crime arising out of an act that increases the hazard insured against.

## 12) **Nonrenewal**

If We elect not to renew this policy, We shall mail or otherwise deliver to You a written notice of non-renewal not less than 30 days before the end of the Policy Period as stated on the Declarations Page at the address shown on the Declarations Page.

Regardless, this policy will terminate at the end of the Policy Period, unless previously cancelled, as stated on the Declarations page if You have failed to discharge when due any of Your obligations in connection with the payment of premium for the renewal of this policy, or if You have notified Us or Our authorized representative that You do not wish this policy to be renewed. Proof of mailing or delivery of the notice mentioned above shall be sufficient proof of notice.

## 13) **Refund**

In the event of cancellation by You or by Us, We will refund any unearned premium on the effective date of cancellation, or as soon as possible afterwards. The unearned premium will be computed pro rata for the unexpired term of the policy less the value of any claims paid out on the policy during the previous 12 months.

## 14) **Privacy Policy**

In order to run and operate our business, we collect, use and disclose Personal Information. You can find out more about how we use Personal Information by reading our Privacy Policy available at <https://www.aig.com/privacy-policy> .

In Witness Whereof, we have caused this policy to be executed and attested, and if required by state law this policy shall not be valid unless countersigned by our authorized representative.

## **New Hampshire Insurance Company**

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**Authorized Representative**