

**New Hampshire Insurance Company  
Administrative Office: 70 Pine Street  
New York, NY 10270  
(212) 770-7000**

**CERTIFICATE DECLARATIONS  
(FORM 101134 (3-09))**

This Certificate is attached to and made a part of a Master Policy #10467542. The Named Insured shown below has coverage under this Master Policy.

**Item 1. NAMED INSURED:**

Subscribers on file with the Communications Equipment Service Provider shown in Item 4. who have active service with such Communications Equipment Service Provider. Named Insured mailing address: On file with Communications Equipment Service Provider

**Item 2. When Coverage under Certificate is Effective**

Coverage under this Certificate is effective as shown in the Coverage Effective Date Endorsement attached to these Declarations.

**Item 3. Premium** for Coverage Provided under this Certificate:  
**\$4.99, \$5.99**

**Item 4. Communications Equipment Service Provider:**

**New-Cell dba Cellcom.  
450 Security Blvd  
Green Bay, WI 54313**

**Item 5. Authorized Representative:**

**eSecuritel Agency, LLC  
PO Box 03  
Alpharetta, Georgia 30009**

**Item 6. Limits of Insurance**

Aggregate Limit of Insurance: **\$1,500.00** per Named Insured or **2** occurrences within **12** months, whichever comes first  
Occurrence Limit of Insurance: **\$750.00** per Occurrence for each Named Insured

**Item 7. Deductible**

The deductible will be the amount corresponding to the retail price range of the Named Insured's wireless device when initially purchased.

**Retail Price Range Deductible**

<b>Insured standard phone</b>	<b>\$50</b>
<b>PDA or smartphone</b>	<b>\$100</b>

**Item 8. Accessories**

**A. Accessories Included:**

- 1. Battery**
- 2. Standard Wall Charger**

**B. Maximum retail value of Accessories**

**\$150**

**Item 9. Replacement Device**

Maximum full retail value of replacement to be charged

**\$750.00**

**Item 10. This Certificate consists of the following forms:**

- 1. Certificate Declarations [Form 101134 (3-09)]**
- 2. Coverage Effective Date [Form 101126 (3-09)]**
- 3. Communications Equipment Coverage Form [Form 101123 (3-09)]**
- 4. Certificate Conditions [Form 101131 (3-09)]**
- 6. Wisconsin Changes [Form 101187 (5-09)]**

Specimen copies of the Forms referenced above are attached to this Certificate. By signing below, the President and the Secretary of the Insurer agree on behalf of the Insurer to all the terms of this Policy. This coverage is being provided by the New Hampshire Insurance Company.

John Q. Doyle Andrew Holland  
PRESIDENT SECRETARY

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

## COVERAGE EFFECTIVE DATE ENDORSEMENT

### [Form 101122 (5-09)]

This endorsement modifies insurance provided under the following:

#### CERTIFICATE DECLARATIONS

Item 2. When Coverage under Certificate is Effective of the Declarations is amended to include the following:

- A. Coverage is effective at 12:01 am on the last day of the Waiting Period shown in Paragraph B., below, following submission of request for enrollment, unless notified that request not approved.
- B. Waiting Period  
30 days

## CERTIFICATE DECLARATIONS

Item 2. When Coverage under Certificate is Effective of the Declarations is amended to include the following:

A. Coverage under the Certificate is effective on the Day Coverage Effective shown in Column B corresponding to the Time the Request Submitted for Enrollment in Column A.

### A. Time Request Submitted for Enrollment

Request for enrollment of coverage for new Covered Property submitted at time of purchase of Covered Property from Communications Equipment Service Provider Request for enrollment of coverage for used or refurbished Covered Property submitted at time of activation of Covered Property with Communications Equipment Service Provider

## COMMUNICATIONS EQUIPMENT COVERAGE FORM

### (Form 101123 (3-09))

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. Throughout the policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance. Other words and phrases that appear in quotations have special meaning. Refer to Section E. DEFINITIONS.

### Coverage

We will cover direct physical loss or damage to Covered Property from any of the Covered Causes of Loss.

1. Covered Property, as used in this Coverage Form, means the Named Insured's wireless device on record with us, and any Accessories shown in the Declarations, but only if such Accessories are lost or damaged with such wireless device.
2. Property Not Covered
  - a. Contraband or property in the course of illegal transportation or trade.
  - b. Any antenna or wiring that is attached to, or protrudes from, or is on the exterior of any vehicle or watercraft.
  - c. Property in transit to you from a manufacturer or seller that is not the "Authorized Service Facility".
  - d. Color face plates, personalized data, or customized software, such as personal information managers (PIM's), ring tones, games, or screen savers.
3. Covered Causes of Loss  
Covered Causes of Loss means risks of direct physical loss or damage to Covered Property except loss or damage recoverable under the manufacturer's warranty and those causes of loss listed in the Exclusions.

### B. Exclusions

1. We will not cover loss or damage caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.
  - a. Governmental Action,  
Seizure or destruction of property by order of governmental authority.  
But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.
  - b. Nuclear Hazard
    - (1) Any weapon employing atomic fission or fusion; or
    - (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this Coverage Form.

c. **War And Military Action**

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

Exclusions B.1.a. through B.1.c. apply whether or not the loss event results in widespread damage or affects a substantial area.

2. We will not cover loss or damage caused by or resulting from any of the following:

- a. Delay, loss of use, loss of market or any other consequential loss, interruption of business or inconvenience; an increase of loss or damage caused by or resulting from the delay in replacing Covered Property due to interference at the location of replacement by strikers, other persons or any other Cause of Loss.
- b. Rodents, insects, vermin, or other wild animals.
- c. "Intentional parting" with any property by you or anyone entrusted with the property whether or not induced to do so by any fraudulent scheme, trick, device or false pretense.
- d. Obsolescence, including technological obsolescence of the Covered Property.
- e. Dishonest or criminal act committed by:
  - (1) You, or any of your authorized representatives;
  - (2) Anyone else with an interest in the property or their authorized representatives; or
  - (3) Anyone else to whom the property is entrusted for any purpose.This exclusion applies whether or not such persons are acting alone or in collusion with other persons.
- f. Change or enhancement in color, texture, finish, expansion, contraction, or any cosmetic damage of Covered Property however caused, including, but not limited to, scratches, marring, and cracked displays that occur to Covered Property that does not affect the mechanical or electrical function of the Covered Property.
- g. Faulty repair, adjusting, installation, servicing, or maintenance unless fire or explosion ensues and then only for loss or damage by ensuing fire or explosion.
- h. The presence, discharge, dispersal, seepage, migration, release or escape of "Pollutants."
- i. Unauthorized repair or replacement.
- j. Preventative maintenance or preferential adjustments.
- k. Use of the Covered Property in a manner for which it was not designed or intended by the manufacturer, or failure to follow the manufacturer's installation, operation or maintenance instructions. Any damage that is the result of abuse or of any intentional act.
- l. Error or omission in design, programming, system configuration, faulty construction, or any original defect in any Covered Property or recall by the manufacturer.
- m. Loss or damage to batteries (unless batteries are listed as an Accessory on the Declarations page), personalized data, or customized software, such as personal information managers (PIM's), ring tones, games, or screen savers; or loss or damage to antennas, external housings or casings that does not affect the mechanical or electrical function of the Covered Property.
- n. Normal wear and tear, gradual deterioration, inherent vice or latent defect.
- o. Malfunction including "Mechanical and/or Electrical Failure".
- p. "Computer Virus," whether intentional or unintentional, and whether such loss be direct or indirect, proximate or remote or be in whole or in part caused by, contributed to or aggravated by the Covered Causes of Loss insured against under this Coverage Form.

C. **Limits of Insurance**

The Aggregate Limit of Insurance is the most we will pay for all loss or damage under this policy or the maximum number of occurrences for a designated period of time, shown in the Declarations. Subject to the Aggregate Limit of Insurance, the most we will pay for loss or damage in any one occurrence to each Named Insured is the applicable Occurrence Limit of Insurance shown in the Declarations.

D. **Deductible**

Each occurrence is subject to a nonrefundable deductible. Such deductible must be paid prior to repair or replacement of any Covered Property.

E. **Definitions**

1. "Authorized Service Facility" means the location or locations that serve as a replacement facility for the program and supply replacements for Covered Property. Selection of the "Authorized Service Facility" will be at the sole discretion of us or our authorized representative.
2. "Computer Virus" means any unauthorized intrusive code or programming that is entered by any means into covered data processing equipment, media, software, programs, systems or records and interrupts the operations of Covered Property.
3. "Intentional Parting" means any act done purposely that contributes to the loss or theft of the Covered Property. Such acts include but are not limited to voluntary parting with the Covered Property in a community shared or public space by you or anyone entrusted with the Covered Property, surrendering the Covered Property to any non-governmental authority regardless of inducement to do so and entrusting or issuing the Covered Property to any of your authorized representatives.
4. "Mechanical or Electrical Failure" means failure of Covered Property to operate due to a faulty part or workmanship when operated according to the manufacturer's instructions.
5. "Pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant including but not limited to bodily fluids, condensation, 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 waste. Waste includes materials to be recycled, reconditioned or reclaimed.

## COMMUNICATIONS EQUIPMENT CERTIFICATE CONDITIONS

[Form 101131 (3-09)]

The Coverage Part under which Coverage is provided to you as noted in the Certificate Declarations is subject to the following conditions:

### A. CANCELLATION AND MATERIAL CHANGES

1. You may cancel your coverage under this Coverage Part by mailing or delivering to us advance written notice stating when such cancellation is effective. You may send your written notice through the Communications Equipment Service Provider shown in the Declarations (hereinafter the "Communications Equipment Service Provider")
2. We may cancel your coverage under this Coverage Part by mailing or delivering to you written notice of cancellation, and by delivering notice electronically to you at least:
  - a. Ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. Sixty (60) days before the effective date of cancellation if we cancel for any other reason;
3. Our notice will be mailed or delivered to you at the last mailing address known to us.
4. Notice of cancellation or non-renewal will state the effective date of cancellation and all insurance for you under this Coverage Part will end on that date.
5. If this Coverage Part is cancelled, you will be refunded any unearned premium due in accordance with applicable law.
6. If cancellation notice is mailed, proof of mailing will be sufficient proof of notice.
7. The insurance provided you under this Coverage Part is provided on a month to month term basis unless you cease to be a valid, active and current subscriber of your Communications Equipment Service Provider.
8. In the event of any material change in the coverage terms, monthly premium or the deductible, you will be provided sixty (60) days advance written notice of such changes. You may cancel coverage at any time without penalty, but if you continue to pay monthly premiums after a change in monthly premiums, coverage terms or the deductible, you will be bound by those changes.

### B. DUTIES IN THE EVENT OF LOSS

You must see that the following are done in the event of loss or damage to Covered Property:

1. In the event that your Covered Property is lost or stolen, notify the Communications Equipment Service Provider as soon as possible to suspend service.
2. If a claim involves a violation of law or any loss of possession, promptly notify the law enforcement agency with jurisdiction and obtain confirmation of this notification.
3. Report the loss or damage promptly to us not later than sixty (60) days from the date of loss or damage. If the loss or damage is not reported within sixty (60) days, your claim will be forfeited. All claims must be submitted through our Authorized Representative shown in the Declarations (hereinafter our "Authorized Representative") for our approval prior to the delivery of replacement equipment. Any claims that are not submitted through our Authorized Representative for our approval will not be honored and fulfilled.
4. Take all reasonable steps to protect the Covered Property from further damage. Also, if feasible, set the damaged property aside and in the best possible order for examination.
5. Provide us with a detailed proof of loss statement, a police report case number, and/or a copy of the police report filed for theft, attempted theft, vandalism or lost equipment within sixty (60) days of the date the loss or damage is reported prior to receiving replacement equipment.
6. Proof of loss requirements are satisfied once all requested information has been received as outlined in these Conditions. All Covered Property that has been replaced is considered the property of the Authorized Representative.
7. If the Covered Property is damaged, the Covered Property must be retained by you until your claim is completed, and you may be required to return the Covered Property to us at our expense. If lost or stolen Covered Property is recovered, it must be returned to the "Authorized Service Facility" at our expense. The Covered Property should not remain activated nor be reactivated except with prior consent from us. If Covered Property is not returned to us within sixty (60) days of receipt of the replacement equipment, a salvage non-return fee may be billed to you. The salvage non-return fee will not exceed the value of the Covered Property that was not returned.
8. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.
9. Cooperate with us in the investigation or settlement of the claim.
10. Provide a copy of the original bill of sale.
11. We may examine you under oath, at such times as may be reasonably required, about any matter relating to this insurance or the claim, including your books and records. In the event of an examination, your answers must be signed.
12. Provide us with all of the necessary information required to approve replacement of the Covered Property within sixty (60) days of the date that you report the loss or damage to us. Failure on your part to take delivery of replacement equipment within sixty (60) days of claim approval by us will result in forfeiture of your claim.

### C. LOSS SETTLEMENT

1. In the event of loss or damage to Covered Property, we will arrange for the replacement of the lost, stolen or damaged Covered Property through the "Authorized Service Facility".
2. You will not be entitled to receive cash in lieu of actual replacement equipment. In no event will you be reimbursed for any out-of-pocket expenses.
3. Replacement equipment may be refurbished equipment or equipment of like kind and quality subject to the following:

**a.** If your original make and model of equipment is no longer carried by your Communications Equipment Service Provider and is not available from its approved inventory in the "Authorized Service Facility" at the time of approval of your replacement request, you will receive comparable equipment.

**b.** Equipment failure evaluations performed by the Communications Equipment Service Provider and/or our Authorized Representative and/or the manufacturer may be required prior to approval of your request for replacement of the Covered Property.

**4.** All claims for covered loss or damage under this Coverage Part will be made good within thirty (30) days after presentation and acceptance of satisfactory proof of interest and loss or damage to our Authorized Representative and satisfaction by you of your Duties in the Event of a Loss. No claim shall be honored or made good if you have collected for the direct physical loss or damage from others. We will ship approved replacement equipment directly to you within the United States or you may be required to pick up your replacement at an "Authorized Service Facility".

**5.** Any recovery or salvage on a loss will accrue, entirely to our benefit, until the cost of the claim incurred by us has been made up. You must return to us any damaged and malfunctioning equipment as well as any recovered lost or stolen equipment.

**6.** If any Accessories are shown on the Declarations page, we will cover the cost associated with the repair or replacement of such Accessories up to a maximum retail value of Accessories shown in the Declarations. Any amount in excess of that maximum will be funded by you.

#### **D. ADDITIONAL CONDITIONS**

##### **1. Transfer Of Rights Of Recovery Against Others to Us**

If any person or organization to or for whom we honor a claim under this Coverage Part has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

**a.** Prior to a loss to your Covered Property.

**b.** After a covered loss to your Covered Property only if, at time of loss that party is one of the following:

**(1)** someone covered under this Coverage Part;

**(2)** a business firm:

**(a)** Owned or controlled by you;

**(b)** That owns or controls you; or

**(c)** Your tenant.

This will not restrict your insurance.

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

This coverage is void in any case of fraud, intentional concealment or misrepresentation of a material fact, at any time, concerning:

**a.** This coverage;

**b.** The Covered Property;

**c.** Your interest in the Covered Property; or

**d.** A claim under this Coverage Part.

If, when inspected by the "Authorized Service Facility", the make/ model and condition of the Covered Property does not match that as attested to in the Proof of Loss statement, or is not damaged, the Authorized Representative reserves the right to charge you the full retail value of the replacement device issued (up to a maximum amount shown in Item 8. of the Declarations).

##### **3. Legal Action Against Us**

No one may bring legal action against us under this Coverage Part unless:

**a.** There has been full compliance with all terms of this Coverage Part; and

**b.** The action is brought within two (2) years after you first have knowledge of the loss or damage.

##### **4. No Benefit to Bailee**

No person or organization, other than you, having custody of Covered Property, will benefit from this insurance.

##### **5. Coverage Territory**

The coverage territory is worldwide but the cost of replacement will be valued in U.S. currency at the time of replacement.

##### **6. Transfer of Rights and Duties Under this Policy**

Your rights and duties under this policy may not be transferred without our written consent.

##### **7. Applicable Law**

We agree that any terms of the Coverage Part not in conformity with applicable law are conformed to comply with such law. If any portion of the Coverage Part is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Coverage Part.

##### **8. Changes**

The Coverage Part contains all the agreements between you and us concerning the insurance afforded. The Coverage Part's terms can be amended or waived only by endorsement issued by us and made a part of the Coverage Part.

## 9. Premiums

The Named Insured shown on the Declarations:

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums we pay. A monthly premium shown in the Declarations will be payable in advance and will be charged to the Named Insured's regular account with the Communications Equipment Service Provider for transmittal to us. The Named Insured has 15 days after receiving the Certificate to determine if they want to keep the coverage without any premium being earned.

## 10. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally. If there is an appraisal, we will still retain our right to deny the claim.

## Wisconsin CHANGES [Form 10118 (5-09)]

This endorsement modifies insurance provided under the following:

COMMUNICATIONS EQUIPMENT COVERAGE FORM  
COMMUNICATIONS EQUIPMENT CERTIFICATE CONDITIONS

1. The COMMUNICATIONS EQUIPMENT COVERAGE FORM is modified as follows:  
Section B. Exclusions is amended to include the following:
  1. We will not pay for loss or damage arising out of any act committed:
    - a. By or at the direction of you; and
    - b. With the intent to cause a loss.
  2. However, this exclusion will not apply to deny coverage to an innocent co-insured victim of domestic abuse who did not cooperate in or contribute to the creation of the loss, provided the loss is otherwise covered under this Coverage Form and is proximately related to and
    - a. The loss arose out of an act or pattern of abuse or domestic abuse; and
    - b. The perpetrator of the loss is criminally prosecuted for the act or acts causing the loss.
  3. If we pay a claim pursuant to Paragraph 2., our payment to the innocent insured is limited to that insured's ownership interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the Limits of Insurance.
2. The COMMUNICATIONS EQUIPMENT CERTIFICATE CONDITIONS is modified as follows:  
A. Paragraph 2 of Section A. Cancellation and Material Changes is deleted and replaced by the following:
  2. We may cancel this policy by mailing or delivering to you written notice of cancellation at least 10 days before the effective date of cancellation.  
If this policy has been in effect for less than 60 days and is not a renewal policy, we may cancel for any reason.  
If this policy has been in effect for 60 days or more, except as provided in Paragraph 9. below, we may cancel this policy only for one or more of the following reasons:
    - a. The policy was obtained by material misrepresentation;
    - b. There has been a substantial change in the risk we originally assumed, except to the extent that we should have foreseen the change or considered the risk in writing the policy;
    - c. There have been substantial breaches of contractual duties, conditions or warranties; or
    - d. Nonpayment of premium.  
If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, the notice of cancellation will state the reason for cancellation.
- B. The following is added to Section A. Cancellation and Material Changes:
  9. Anniversary Cancellation  
If this policy is written for a term of more than one year or has no fixed expiration date, we may cancel this policy for any reason by mailing or delivering to you written notice of cancellation at least 60 days before the anniversary date of the policy. Such cancellation will be effective on the policy's anniversary date.

We may cancel this policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of cancellation contains an offer to continue the policy with us if we receive a written request from you prior to the date of cancellation.

C. The following is added to Section A. **Cancellation and Material Changes**:

1. We may rescind this policy because of the following:
  - a. Misrepresentation made by you or on your behalf in the negotiation for or procurement of this Coverage Part, if the person knew or should have known that the representation was false;
  - b. Breach of affirmative warranty made by you or on your behalf in the negotiation for or procurement of this Coverage Part;
  - c. Failure of a condition before a loss if such failure exists at the time of loss; or
  - d. Breach of a promissory warranty if such breach exists at the time of loss.
2. We may not rescind this policy:
  - a. For the reasons in Paragraphs C.1.a. and C.1.b. unless:
    - (1) We rely on the misrepresentation or affirmative warranty and the misrepresentation or affirmative warranty is either material or made with intent to deceive; or
    - (2) The facts misrepresented or falsely warranted contribute to the loss.
  - b. For the reasons in Paragraphs C.1.c. and C.1.d. unless such failure or breach:
    - (1) Increases the risk at the time of loss; or
    - (2) Contributes to the loss.
3. If we elect to rescind this policy, we will notify you of our intention within 60 days after acquiring knowledge of sufficient facts to constitute grounds for rescission.

D. Paragraph 1. **Transfer Of Your Rights Of Recovery Against Others To Us** of Section D. **Additional Conditions** is amended to include the following:

If we pay an insured for a loss to an innocent co-insured as described in Paragraph 2. of Section 1. of this endorsement, the rights of the insured to recover damages from the perpetrator are transferred to us to the extent of our payment. Following the loss, the insured may not waive such rights to recover against the perpetrator. We will be entitled to any recovery only after you have been fully compensated for damages.

C. Paragraph 2. **Concealment, Misrepresentation or Fraud** of Section D. **Additional Conditions** is deleted in its entirety and replaced with the following:

1. No misrepresentation and no breach of affirmative warranty made by you or on your behalf in the negotiation for or procurement of this Coverage Part affects our obligations unless, if a misrepresentation, the person knew or should have known that the representation was false, and unless:
    - a. We rely on the misrepresentation or affirmative warranty and the misrepresentation or affirmative warranty is either material or made with intent to deceive; or
    - b. The facts misrepresented or falsely warranted contribute to the loss.
  2. No failure of a condition before a loss and no breach of a promissory warranty affects our obligation under this Coverage Part unless such failure or breach exists at the time of loss and either:
    - a. Increases the risk at the time of loss; or
    - b. Contributes to the loss.
- If, when inspected by the "Authorized Service Facility", the make/model and condition of the Covered Property does not match that as attested to in the Proof of Loss statement, or is not damaged, the Authorized Representative reserves the right to charge you the full retail value of the replacement device issued (up to a maximum amount shown in Item 8. of the Declarations).