



**no
phone? fuss!**

stay*connected*
cell phone replacement service

Wireless Communication Equipment Coverage Form

Various provisions of this policy restrict coverage. Please read the entire policy carefully to determine rights, duties and what is and is not covered. **This policy is not effective unless accompanied by a Certificate of Coverage.**

**CELLPHONE with
QWERTY keyboard**



Throughout this policy the words, “you” and “your” refer to the wireless communication service provider listed as the First Named Insured in the Declarations, or any Additional Insured or both. An Additional Insured is a person who has contracted with the wireless communication service provider to obtain wireless communication service and who has elected to purchase insurance coverage as evidenced by the wireless communication service provider’s enrollment process.

The words, “we,” “us,” and “our” refer to the Company providing this insurance.

Cellphone with QWERTY keyboard

Plan One get *connected*

\$4.99 per month **BROKEN/DAMAGED**

- accidental damage
- liquid damage
- malicious damage
- mechanical breakdown
- electrical breakdown
- basic accessories

Plan Two get really *connected*

\$3.99 per month **STOLEN**

- unauthorized calls on stolen phone up to \$1,500

Plan Three get totally *connected*

\$4.99 per month **LOST**

A. COVERAGE

We will repair or replace or, at our option, pay for the repair or replacement of Covered Property shown in the Declarations or the Additional Insured Certificate of Coverage resulting from a Covered Cause of Loss.

1. Covered Property, as used in this Coverage Form, means your wireless communications equipment and the basic accessories normally supplied by the manufacturer for that equipment.

2. Property Not Covered

Covered Property does not mean:

- a. property held by the wireless communication service provider as inventory or as stock in trade;
- b. property entrusted to others for service, repair or replacement.

3. Covered Causes of Loss

Covered Causes of Loss means risks of physical loss as shown in the Additional Insured Certificate of Coverage except those causes of loss listed in the Exclusions.

The Covered Cause of Loss Plan Types are as follows:

→ **a. Plan One**

Risks of being damaged.

→ **b. Plan Two**

- (1) Risks of being stolen.
- (2) We will reimburse you against the cost of unauthorized calls made on Covered Property that has been stolen, subject to the following conditions:
 - (a) You provide us with an itemized account from your wireless communication service provider that clearly shows the calls that were made and their value;
 - (b) The maximum amount we will reimburse you for any unauthorized calls is \$1,500 inclusive of any taxes and carrier or service provider charges.

→ **c. Plan Three**

Risks of being lost.

B. EXCLUSIONS

1. We will not pay for a loss caused directly or indirectly by any of the following. A loss for any of the following reasons 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 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 results in a fire, we will pay for direct loss by the resulting fire, if the fire would be covered under the 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.

2. We will not pay for a loss caused by or resulting from any of the following:

- a. Intentional, dishonest or criminal acts by you, your partners, managers, directors, officers, trustees, employees (including leased employees), or authorized representatives or anyone with an interest in the property (including their employees and authorized representatives) or anyone else (other than a carrier for hire) to whom you entrust the property:
 - (1) acting alone or in collusion with others;
 - (2) whether or not occurring during the hours of employment.
- b. Gradual deterioration, hidden or latent defects, any quality in the property that causes it to damage or destroy itself, wear and tear, depreciation or obsolescence.
- c. Loss covered under any warranty issued by the manufacturer or other party.
- d. Cosmetic damage that does not affect the mechanical function of the property such as, but not limited to:
 - (1) marring, scratching or cracking, or
 - (2) change in color, texture or appearance, or
- e. Any work upon the property including, but not limited to cleaning, programming, repairing, adjusting, servicing or modifying.
- f. Programming errors, computer virus or other malicious software or code.
- g. Intentional usage of the covered property in a manner for which it was not designed or intended.
- h. Discharge, dispersal, seepage, migration, release or escape of "pollutants".

"Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

C. LIMITS OF INSURANCE

The most we will pay for loss or damage for any one phone in any one occurrence is the applicable Limit of Insurance shown in the Additional Insured Certificate of Coverage.

D. DEDUCTIBLE

A non-refundable Deductible of \$50 must be paid to the wireless communication service provider by the Additional Insured. The Deductible will not reduce the Limit of Insurance.

E. YOUR DUTIES IN EVENT OF LOSS

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

1. If Covered Property is lost or stolen immediately contact the wireless communication service provider to suspend service.
2. Report the loss in person to the wireless communication service provider within 60 days of the date of loss.
3. Notify the police if a law may have been broken.
4. In the event of a loss to Covered Property, other than if lost or stolen, the Covered Property must be returned to the wireless communication service provider at the same time that the loss is reported.
5. Take all reasonable steps to protect the Covered Property from further damage.
6. Permit us to inspect the property as often as we reasonably require to prove the loss or damage being claimed.
7. We may examine you under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including your book's and records. In the event of an examination, your answers must be signed.
8. We may require that you provide us with a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
9. Cooperate with us in the investigation or settlement of the claim.

F. CONDITIONS

The following conditions apply:

1. Coverage Territory

We cover property anywhere in the world.

2. Coverage Period

Coverage for each Additional Insured begins on the Coverage Effective Date which is shown in each individual Additional Insured's Certificate of Coverage.

3. Salvage and Recovery

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

4. Cancellation

- a. The wireless communication service provider may cancel this policy by mailing or delivering to us advance written notice of cancellation. We will notify each Additional Insured of the cancellation by mailing or delivering written notice.
- b. An Additional Insured may cancel coverage provided to him or her by notifying the wireless communication service provider.
- c. We may cancel this policy by mailing or delivering to the wireless communication service provider written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- d. If we elect to cancel coverage for either the wireless communication service provider or any Additional Insured, we will notify the Additional Insured by mailing or delivering written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- e. We will mail or deliver our notice to your last mailing address known to us.
- f. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- g. If this policy is cancelled, we will send the wireless communication service provider any premium refund due. If we cancel, the refund will be pro rata. If the wireless communication service provider cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- h. If notice is mailed, proof of mailing will be sufficient proof of notice.

5. Changes

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

6. 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 three years afterward.

7. Additional Insured Eligibility

- a. To be eligible for coverage you must be currently purchasing wireless communication service from the wireless communication service provider shown in the Declarations and the Certificate of Coverage as the Named Insured.

- b. The Covered Property must be scheduled on your Certificate of Coverage.
- c. You must not be in breach of any material term of this policy, including but not limited to failure to return damaged Covered Property when requested in conjunction with a loss.

8. Concealment, Misrepresentation or Fraud

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

- a. this policy;
- b. the Covered Property;
- c. your interest in the Covered Property; or
- d. a claim under this policy.

9. Legal Action Against Us

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

- a. there has been full compliance with all of the terms of this policy; and
- b. the action is brought within 2 years after you first have knowledge of the direct loss or damage.

10. No Benefit to Bailee

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

11. Valuation

The value of the property will be established as follows:

- a. the cost of reasonably restoring that property to its condition immediately before loss or damage with parts of like functionality; or
- b. the cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

12. Loss Payment

We will repair or replace the Covered Property with parts of like functionality within 30 days after we have received all necessary information and you have complied with all of the terms of this Policy.

13. Transfer of Rights of Recovery Against Others to Us

If any person or organization to or from whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of the payment. That person or organization must do nothing after loss to impair them.

14. Conformity to Statute

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

15. Appraisal

If we and you disagree on the value of the property or the amount of the 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:

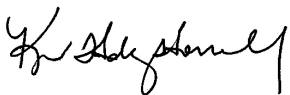
- a. pay its chosen appraiser; and
- b. bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

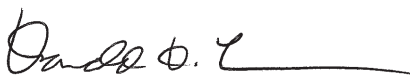
16. Reporting Requirement

- a. The wireless communication service provider is responsible for the payment of all premiums.
- b. Within 10 days following the last day of each month the wireless communication service provider:
 - (1) will submit a schedule of Covered Property units as of the last day of the most recent month; and
 - (2) will remit the total monthly premium to us or our designated representative based on the schedule referenced in paragraphs 16.b.(1) above.

IN WITNESS WHEREOF, we have caused this policy to be executed and attested, and, if required by law, this policy shall not be valid unless countersigned by our authorized representative.



Karen Holley Horrell
Secretary



Donald Larson
President