

**New Hampshire Insurance Company**  
(a capital stock company)

1271 Avenue of the Americas  
New York, NY 10038  
Telephone No. 212-770-7000

**COMMERCIAL INLAND MARINE WIRELESS  
EQUIPMENT COVERAGE CERTIFICATE**

VARIOUS PROVISIONS IN THIS COVERAGE CERTIFICATE (“Certificate”) RESTRICT COVERAGE. READ THE ENTIRE CERTIFICATE CAREFULLY TO DETERMINE YOUR RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED. A COPY OF THE POLICY (“Policy”) UNDER WHICH THIS CERTIFICATE IS ISSUED IS AVAILABLE FOR YOUR INSPECTION UPON REQUEST.

Throughout this Certificate the words “You” and “Your” refer to an **Insured Customer**. “**Company**”, “**We**”, “**Us**” and “**Our**” refers to New Hampshire Insurance Company, the insurance company providing this insurance. “**Authorized Representative**” refers to AppleCare Service Company, Inc., an Arizona Corporation. “**Named Insured**” refers to the entity listed on the Declarations that holds the Policy under which We issued this Certificate.

Other words and phrases, whether expressed in the singular or plural, that appear in boldface are defined in the DEFINITIONS section of this Certificate (Section XIII.) or elsewhere in this Certificate.

Any questions regarding the coverage provided under this Certificate should be directed to Our **Authorized Representative** as follows: AppleCare Service Company, Inc., 2394 East Camelback Road; Phoenix, AZ 85016, support.apple.com, 800-APL-CARE (800-275-2273).

**I. COVERAGE**

Subject to all terms, conditions, exclusions and limits of insurance pursuant to this Certificate, and in return for the payment of premium by the **Primary Account Holder** when due, We agree to provide insurance pursuant to this Certificate provided that any **Loss to Equipment** occurs while Your coverage is in effect. This insurance is primary over any other insurance You may have.

The coverage pursuant to this Certificate begins pursuant to Section V, Coverage Effective Date. The information pertaining to Your coverage pursuant to this Certificate including the effective date and **Equipment** covered under this Certificate is included and incorporated into the receipt or invoice provided to the **Primary Account Holder**, in Your online **Individual Account** or **Shared Account** with the **Named Insured**, and where applicable in other documentation from the **Named Insured** all of which are also incorporated by reference into this Certificate. Any changes to the **Equipment** covered under the Certificate will be included in Your online account with the **Named Insured**.

Your **Equipment** must have separate coverage for **Mechanical or Electrical Failure (“Hardware Coverage”)** and **Accidental Damage from Handling (“ADH Coverage”)** for the duration of your

coverage that is offered by Us, one of Our Affiliates, Our **Authorized Representative** or the **Named Insured** or You must have equivalent **Hardware Coverage** and **ADH Coverage** that is purchased from a different provider. We or Our **Authorized Representative** may request that You submit coverage documents to Us so that We or Our **Authorized Representative** can review the coverage documents to determine in Our sole discretion if the **Hardware Coverage** and **ADH Coverage** purchased from a different provider is equivalent coverage.

This Certificate covers Your **Equipment** for the Covered Causes of **Loss** stated as long as the **Equipment** is selected for coverage by the **Primary Account Holder**, subject to the terms, conditions and limitations stated in this Certificate. At Our sole option, We will either replace Your **Equipment**, repair Your **Equipment**, or choose to provide a cash settlement in the event of a **Loss**.

**NOTE: YOU MUST HAVE ACTIVATED FIND MY PROVIDED ON YOUR EQUIPMENT, KEEP IT ACTIVATED FOR THE DURATION OF THE TERM OF YOUR COVERAGE, FOR THE DURATION OF ANY CLAIM, AND VALIDATE PROOF OF YOUR IDENTITY THROUGH YOUR ONLINE ACCOUNT AT THE TIME YOU MAKE A CLAIM TO BE AND REMAIN ELIGIBLE FOR COVERAGE. FAILURE TO HAVE ACTIVATED FIND MY WHETHER IT WAS EXPRESSLY DE-ACTIVATED OR INADVERTENTLY DE-ACTIVATED BECAUSE YOU SIGNED OUT OF THE RELEVANT INDIVIDUAL ACCOUNT OR SHARED ACCOUNT AND DID NOT SIGN BACK INTO THE APPLICABLE ACCOUNT IN 24-HOURS (OR OTHER TIME PERIOD ALLOWED IN WRITING BY US, ONE OF OUR AFFILIATES, OUR AUTHORIZED REPRESENTATIVE, OR THE NAMED INSURED) WILL RESULT IN LOSING THEFT OR LOST COVERAGE, BUT NOT POWER SURGE COVERAGE.**

**NOTE: UPON OUR DECISION TO COVER A CLAIM WE MAY AT OUR SOLE DISCRETION DEPLOY AN APPLICATION OR OTHER TOOL OR MECHANISM THAT WILL RENDER THE EQUIPMENT THAT IS THE SUBJECT OF THE CLAIM PERMANENTLY INOPERABLE.**

**YOU MUST USE THE POWER CORD PROVIDED WITH YOUR EQUIPMENT AT TIME OF PURCHASE OR A COMPARABLE REPLACEMENT IN ORDER FOR THE DEVICE TO BE COVERED FOR POWER SURGE.**

If You receive a repair or replacement as a result of Your **Loss**, You agree that any repair or replacement:

- A. may not include identical features and functions as the **Equipment**;
- B. may be repaired with original or non-original genuine manufacturer parts, new parts, or previously used parts that have been tested and pass the manufacturer's functional requirements or may be replaced with a device that contains original or non-original genuine manufacturer parts, new parts or previously used parts that have been tested and pass the manufacturer's functional requirements;
- C. may be a different model, and color; and
- D. may be made by a different manufacturer.

## II. COVERED EQUIPMENT AND CAUSES OF LOSS

We will cover the **Equipment** for the following causes of **Loss**:

**Power Surge**: All **Equipment** in Your **Individual Account** or **Shared Account**.

**Theft or Lost**: Any iPhone, iPad, or Apple Watch in Your **Individual Account** or **Shared Account** that has been selected for coverage by the **Primary Account Holder**, or **Shared Account Control Person**, and has been accepted for coverage by Us, the **Named Insured** or Our **Authorized Representative**.

## III. EXCLUSIONS TO COVERED CAUSES OF LOSS

This Certificate does not cover You for the following enumerated losses and causes of loss regardless of any other cause or event that contributes concurrently or in any sequence to the loss. We will not pay for any loss directly or indirectly caused by or resulting from any of the events, conditions or following causes:

- A. Damage to the **Equipment** which is:
  - i. caused by or resulting from normal wear or tear, gradual deterioration, inherent vice or latent defect;
  - ii. cosmetic damage including but not limited to marring, scratching, discoloration, or any type of damage or failure that does not affect how the **Equipment** works;
  - iii. the result of alterations, maintenance, repairs, faulty design, or any process of cleaning or restoring; or
  - iv. due to obsolescence, including technological obsolescence of the **Equipment**;
- B. Any loss You may suffer or costs incurred by You for:
  - i. loss of value, loss of use, loss of personalized **Data**, customized software, or information stored in memories;
  - ii. any consequential loss; including but not limited to any economic loss, including economic losses resulting from unauthorized access to online banking accounts, credit cards or other financial accounts; loss of turnover, profits, business, goodwill or expected savings and roaming, text or other data fees or expenses resulting from the unauthorized use of **Equipment**;
  - iii. **Theft or Lost** or damage from a **Power Surge** occurring when repairing or replacing antennas, battery chargers or batteries where these or other items are the only part of the **Equipment** that have been damaged, **Stolen** or **Lost**;
  - iv. any **Theft or Lost** of the **Equipment** or a **Power Surge** caused by any deliberate act by You, Your employees, or any person using the **Equipment** with Your permission;
  - v. costs or charges when replacing car kits and other **Non-Covered Accessories** which can no longer be used with the **Equipment**;
  - vi. any government or public authority confiscating the **Equipment**;
  - vii. repairing or providing replacement **Equipment** where the damage to the **Equipment** is covered by the relevant manufacturer's guarantee or warranty for either parts or labor;
  - viii. loss caused by or resulting from a **Computer Virus**;
  - ix. loss caused by or resulting from preventative maintenance or preferential adjustments;

- x. loss caused by insects, rodents or other vermin;
- xi. loss caused by abuse of the **Equipment** or resulting from use of the **Equipment** in a manner for which it was not intended or designed by the manufacturer, or any act that voids the manufacturer's warranty;
- xii. the **Equipment** being routinely serviced, inspected, adjusted or cleaned;
- xiii. any **Theft** or **Lost** of the **Equipment** or a **Power Surge** arising as a result of war (whether war is declared or not), riot, terrorism, revolution or any similar event;
- xiv. repairing or replacing the **Equipment** where the **Theft** or **Lost**, of the **Equipment** or **Failure** due to a **Power Surge** are a result of Acts of God (a sudden, uncontrollable event produced by natural forces, such as an earthquake, hurricane, tornado, or similar event);
- xv. **Failure** due to continuous steady over-voltages as a result of power delivery system damage or flaws, or caused by an onsite backup generator;
- xvi. Any property that is not **Equipment**;
- xvii. Contraband or **Equipment** used in the course of illegal transportation or trade;
- xviii. **Equipment** in transit to You from a manufacturer or seller;
- xix. **Data, Nonstandard External Media, and Nonstandard Software**;
- xx. Color face plates or other **Non-Covered Accessories**;
- xxi. any **Equipment** whose unique identification number (IMEI or ESN or serial number, etc.) has been altered, defaced or removed;
- xxii. any **Equipment** that is not included in the **Individual Account** or **Shared Account**; or
- xxiii. any **Equipment** that does not have **Hardware Coverage** and **ADH Coverage**.

#### IV. PREMIUM PAYMENTS

You will be charged the following premium for the insurance provided pursuant to this Certificate:

Account Type	Total Equipment Covered in Account	Coverage Term	Premium Per Coverage Term
Individual Account	<b>Power Surge: All Equipment in the Account</b>  <b>Theft or Lost Equipment:</b> Up to 3 devices in the Account that are approved for <b>Theft</b> or <b>Lost</b> coverage	1 month	\$5.00
Shared Account	<b>Power Surge: All Equipment in the Account</b>  <b>Theft or Lost Equipment:</b> Up to 6 devices in the	1 month	\$10.00

	account that are approved for <b>Theft or Lost</b> coverage		
--	--	--	--

## V. COVERAGE EFFECTIVE DATE

Coverage for the insurance provided by Us pursuant to this Certificate is effective at 12:01 A.M. at the address of the **Primary Account Holder** on the **Coverage Effective Date**. Your coverage begins upon Our approval of your request for coverage. Upon Our approval, coverage is retroactive to the date of the submission of Your request for enrollment (the “**Coverage Effective Date**”). We or Our **Authorized Representative** will notify You within 14 days if Your request is not approved. Your **Coverage Effective Date** will be stated in Your online **Individual Account** or **Shared Account** with the **Named Insured**, and where applicable in other documentation from the **Named Insured**.

The **Primary Account Holder** or **Shared Account Control Person** may add or delete **Theft or Lost** coverage for **Equipment** that is connected to the **Individual Account** or **Shared Account** with the **Named Insured** at any time by notifying Our Authorized Representative. **Theft or Lost** coverage begins upon Our approval of the request to add **Theft or Lost** coverage for **Equipment** to the Certificate. Our **Authorized Representative** will notify the **Primary Account Holder** within 14 days if the request for coverage is not approved.

**WE WILL NOT PROVIDE COVERAGE FOR ANY DEVICE THAT WAS LOST, STOLEN OR DAMAGED DUE TO POWER SURGE PRIOR TO YOUR INITIAL REQUEST FOR COVERAGE OR OUR APPROVAL OF A REQUEST BY THE PRIMARY ACCOUNT HOLDER, OR SHARED ACCOUNT CONTROL PERSON MADE TO US, OUR AUTHORIZED REPRESENTATIVE OR THE NAMED INSURED TO ADD THE EQUIPMENT TO THE CERTIFICATE.**

Coverage will terminate for **Equipment** deleted by the **Primary Account Holder** or **Shared Account Control Person** as of the date and time of the submission of the request to delete coverage. If all **Equipment** is removed from the Certificate, or any online **Individual Account** or **Shared Account** is re-registered to any country other than the United States, all coverage under the Certificate will terminate for the **Equipment** at the end of the month for which Your last premium was paid.

If the **Primary Account Holder** or **Shared Account Control Person** requests enrollment for coverage after the purchase of the **Equipment** We may at Our sole discretion require the successful completion of a test call and/or other messaging and/or diagnostics and/or a visual inspection to or of the **Equipment** prior to coverage for the **Equipment** becoming effective. Coverage begins upon Our approval. We, the **Named Insured**, or Our **Authorized Representative** will notify You within fourteen (14) days if Your request is not approved.

## VI. LIMITS OF LIABILITY

### A. Per Occurrence Limits

The most We will cover, in any one occurrence, to repair or replace **Equipment** due to a **Loss**, or to provide a cash settlement due to a **Loss**, is the actual cost of replacement or repair, as determined by Us, and not to exceed Apple's current retail price of the **Equipment**, as determined by Us, or if the **Equipment** is no longer sold by Apple, the retail price at which Apple last sold the **Equipment** as determined by Us, not to exceed the original retail purchase price of the **Equipment**, including taxes, or the amount paid for the **Equipment** as shown on the original proof of purchase, whichever is greater. For any one **Loss**, We will not pay for a replacement, repair, or cash settlement having a value of more than that limit, less the applicable Deductible set forth in Section VII.

B. Aggregate Limits

**Power Surge:** Unlimited.

**Theft or Lost:** The maximum number of valid claims for **Theft** or **Lost Equipment** that We will pay in any 12 month period for **Equipment** covered under this Certificate for each account is limited to the applicable "Aggregate Limit" as shown in the schedule below and the Aggregate Limits will reset each 12 month period based upon Your Coverage effective date.

<b>Individual Account</b>	3
<b>Shared Account</b>	6

The 12 month period is calculated based on the **Date of Replacement** for each covered **Loss**.

**VII. DEDUCTIBLE & NON-RETURNED EQUIPMENT CHARGE**

A non-refundable deductible, as set forth in the Deductible Schedule below, is payable by You at the time of each approved claim.

Deductible Schedule	
Deductibles Applicable to Each <b>Loss</b>	
Equipment Type	Deductible
iPhone	\$ 149
iPad	\$ 129

Apple Watch	\$ 119
-------------	--------

An additional non-returned **Equipment** charge may apply (See Section IX.K) for a **Loss** caused by a **Power Surge** if You fail to return the **Equipment** as directed at the time of **Loss**.

#### VIII. CONDITIONS IN THE EVENT OF LOSS.

- A. In the event of a repair or replacement due to a covered **Loss** We will arrange for the replacement or repair of **Equipment** through the **Authorized Service Facility**. We reserve the right to change the method by which the **Authorized Service Facility** may provide replacement or repair service to You, and Your **Equipment**'s eligibility to receive a particular method of service, including restricting service to the country where the **Equipment** and the Coverage under this Certificate was originally sold and/or purchased. Service will be limited to the options available at the time and in the country where You request service. Service options, **Equipment** availability and response times may vary according to country. If service is sought in a country other than the United States, any deductible or fee required to be paid by You at time of service may be in the currency of the country where service is sought and at that country's applicable rate. If service is not available for the **Equipment** in a country outside of the United States, You may be responsible for shipping and handling charges to facilitate service to a country where service is available. If You seek service in a country that is outside of the United States, You will comply with all applicable import and export laws and regulations and be responsible for all custom duties, V.A.T. and other associated taxes and charges.
- B. In the event of a covered **Loss**, Your **Equipment** will be repaired or replaced and You will not be entitled to receive a cash settlement. In the event repair or replacement is not possible, We may exercise Our option to elect to provide store credit, gift card, or check, at Our discretion, equal to the Apple current retail price of the **Equipment**, as determined by Us, or if the **Equipment** is no longer sold by Apple, the retail price at which Apple last sold the **Equipment** as determined by Us, not to exceed the original retail purchase price of the **Equipment**, including taxes, or the amount paid for the **Equipment** as shown on the original proof of purchase, whichever is greater, in lieu of actual replacement of the **Equipment**.
- C. **Equipment Failure** evaluation performed by the **Named Insured**, the entity that You purchased Your **Equipment** from and/or Our **Authorized Representative** and/or manufacturer may be required at Our option prior to approval of Your request for replacement or repair of the **Equipment**.

#### IX. DUTIES IN THE EVENT OF LOSS

- A. In the event that Your **Equipment** is **Stolen** or is **Lost**, You must notify the **Named Insured** or Our **Authorized Representative** as soon as possible to suspend service or otherwise disable the device.
- 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 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 **Equipment** 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 of Loss** and prior to a repair or receipt of a replacement or cash settlement. In the event of a **Loss**, You may be required to provide a copy of the original bill of sale for the **Equipment** and this insurance coverage under this Certificate. You may also be required to present, or provide a photocopy of, a government issued photo I.D.
- F. In the event of a **Loss** due to a **Power Surge** You must keep the **Equipment** until Your claim is completed.
- G. In the event of a **Loss** due to a **Power Surge**, You must permit Us to inspect the **Equipment** 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 evaluate Your claim for replacement or repair of **Equipment** within sixty (60) days of the date that You report Your loss to Us.
- I. Your failure to take delivery of **Equipment** within sixty (60) days of Our claim approval will result in forfeiture of the replacement **Equipment** and Your claim under this Certificate.
- J. In the event of a **Loss**, You must satisfy the nonrefundable deductible applicable to the **Loss** as specified in Section VII.
- K. If We replace **Equipment** damaged as a result of a **Power Surge** or You subsequently recover **Stolen** or **Lost Equipment** that We replaced, We may require You to return it to Us at Our expense by mail or a nationally recognized delivery service. If the damaged or subsequently recovered **Equipment** is not returned as directed within fifteen (15) days of the receipt of the replacement **Equipment**, a non-refundable fee, not to exceed eighty percent (80%) of the current retail value of the replacement **Equipment**, may be charged to You. **YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE EQUIPMENT AS DIRECTED.**

## **X. ELIGIBILITY AND CANCELLATION.**

- A. Cancellation or Non-renewal Provisions.
  - i. The **Primary Account Holder** may cancel coverage under this Certificate by mailing or delivering to Us, Our **Authorized Representative**, or the **Named Insured** advance written notice stating when such cancellation is effective. The **Primary Account Holder** may also cancel coverage through the applicable **Individual Account** or **Shared Account** with the **Named Insured** or may send written notice to Us or Our **Authorized**



- Representative** as follows: AppleCare Service Company, Inc., 2394 East Camelback Road; Phoenix, AZ 85016, support.apple.com, 800-APL-CARE (800-275-2273).
- ii. The **Primary Account Holder** or **Shared Account Control Person** may add or delete coverage for **Equipment** that is connected to the **Individual Account** or **Shared Account** with the **Named Insured** as stated in Section V at any time by notifying Us, the **Named Insured**, or Our **Authorized Representative**. The deletion of **Equipment** will not cancel the Certificate unless the deletion results in no **Equipment** being listed for coverage in the **Individual Account** or **Shared Account** by the **Primary Account Holder** or **Shared Account Control Person** in which case that deletion will be deemed an expression of the **Primary Account Holder's** intent to cancel all coverage under the Certificate and coverage will terminate for the **Equipment** at the end of the period for which Your last premium was paid.
  - iii. The following will be deemed an expression of the **Primary Account Holder's** intent to cancel all coverage under the Certificate:
    - (a) if the **Primary Account Holder** signs out of the relevant **Individual Account** or **Shared Account** (or the **Shared Account Control Person** signs out of the relevant **Shared Account**) and does not sign back into the applicable account in 24-hours (or other time period allowed in writing by Us, one of Our affiliates, Our **Authorized Representative**, or the **Named Insured**), coverage will be terminated immediately after that 24-hour period (or other time period allowed in writing by Us, one of Our affiliates, Our **Authorized Representative**, or the **Named Insured**); or
    - (b) if the **Primary Account Holder** re-registers the online **Individual Account** or **Shared Account** to any country other than the United States (or the **Shared Account Control Person** re-registers the online **Shared Account** to a country other than the United States) coverage will terminate for the **Equipment** at the end of the 1 month period for which Your last premium was paid; or
    - (c) if the **Primary Account Holder** otherwise turns off the auto-renewal premium billing, coverage will terminate for the **Equipment** at the end of the period for which Your last premium was paid.
  - iv. The **Named Insured** may request cancellation of coverage under this Certificate by mailing or otherwise delivering to Us advance written notice stating when such cancellation is effective, if the **Named Insured** discovers fraud or abuse or a violation of terms and conditions associated with the **Insured Customer's Individual Account** or **Shared Account**, for non-payment by an **Insured Customer** of required payments to the **Named Insured**, where covered **Equipment** is removed from the **Primary Account Holder's** account with the **Named Insured** or the covered **Equipment** otherwise somehow appears in an account of someone other than that of the **Primary Account Holder**, where You no longer own or have any interest in or interest in the use of any covered **Equipment**, if the **Primary Account Holder** no longer resides or is domiciled in the United States with the **Equipment** or if the **Individual Account** or **Shared Account** is otherwise no longer registered in the United States, where the **Primary Account Holder** has deleted coverage for all **Equipment** or where there is a legal requirement preventing the coverage from continuing. We, or Our **Authorized Representative**, on Our behalf, will mail or deliver written notice to You advising You of the cancellation of this Certificate as requested by the **Named Insured**. The written notice will be mailed or delivered to You at least thirty (30) days prior to the cancellation, or other longer period as required by law.

- v. 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 immediately, or upon fifteen (15) days' notice, or other longer period as required by law, for discovery of fraud or material misrepresentation in the **Primary Account Holder's** account with the **Named Insured** as determined by the **Named Insured** and notified to Us, or 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 the **Primary Account Holder** ceases to have an active account with the **Named Insured** for any reason including, but not limited to actual or suspected fraud or if covered **Equipment** is removed from the **Primary Account Holder's** account with the **Named Insured** or the covered **Equipment** otherwise somehow appears in an account of someone other than that of the **Primary Account Holder**; if the **Primary Account Holder** is no longer domiciled in the United States as indicated to or determined by Us, Our Authorized Representative, or the **Named Insured**, or where the You no longer own or have any interest in or interest in the use of any covered **Equipment**, or where there is a legal requirement preventing the coverage from continuing.
  - (d) If You exhaust the **Theft or Lost** Aggregate Limit under the terms of Section VI, B. of this Certificate We may send notice of cancellation to You within 30 calendar days after exhaustion of the **Theft or Lost** Aggregate Limit. However, if notice is not sent coverage shall continue notwithstanding exhaustion of the **Theft or Lost** Aggregate Limit and the **Theft or Lost** Aggregate Limits will reset each 12 month period based upon Your Coverage effective date. If Your coverage is cancelled under this Section X.A.v.(d), or if You cancel coverage under this Certificate after exhausting the **Theft or Lost** Aggregate Limit, You will remain ineligible for coverage for a period of 24 months from the date of cancellation. If you otherwise cancel coverage under this Certificate but have not exhausted the **Theft or Lost** Aggregate Limit and then reapply for coverage any **Theft or Lost** claims paid during the 12 month period prior to Your application for coverage will be counted towards the Aggregate Limit under any new Certificate issued to You.
- vi. Notice of cancellation shall be in writing and include the actual reason for cancellation and the effective date of cancellation. The coverage will end on that date.
- vii. If We decide to non-renew this Certificate, We will mail or deliver notice to You and the **Named Insured** at least thirty (30) days or other longer period as required by law prior to the expiration date of this Certificate.
- viii. Notices will be mailed or delivered to You and the **Named Insured** at Your last known mailing or electronic addresses on file with Us.
- ix. We or Our Authorized Representative may comply with Sections A. iv, v, vi and vii by providing such notice or correspondence by electronic means. If accomplished through electronic means, We or the **Named Insured** shall maintain proof that the notice or correspondence was sent.

- x. If coverage under this Certificate is cancelled other than by rescission, any refunds due to You or the **Named Insured** will be calculated on a pro rata basis. Unless a **Loss** has been satisfied under this Certificate, in which case refunds will be calculated on a pro rata basis, rescinded coverage will result in a full refund.
- B. To be and remain eligible for coverage:
  - i. Your **Equipment** must be signed into an activated **Individual Account** or **Shared Account** registered in the United States directly with the **Named Insured** or an affiliate of the **Named Insured** and be a valid, active and current account holder to be covered under the Policy. **Equipment** must be actively registered for Coverage on Your account with the **Named Insured** prior to the **Date of Loss**.
  - ii. The **Equipment** 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.
  - iii. You must not have exhausted the benefits available under this Certificate issued through the **Named Insured** by exhausting the **Theft** or **Lost** Aggregate Limit. (See Section VI.B.)
  - iv. You must not have engaged in fraud or abuse with respect to this or a similar insurance program or there must not be any fraud or abuse with respect to the **Individual Account** or **Shared Account** with the **Named Insured** that is being used to add coverage under this Certificate for the **Equipment**.
  - v. You must not be in breach of any material term of this Certificate, including, but not limited to satisfy the required Deductible on a **Loss**.
  - vi. You must have activated the Find My provided on Your **Equipment**, keep it activated for the duration of the term of Your coverage, and throughout any claim process, and validate proof of Your identity through Your online account at the time You make a claim to be and remain eligible for coverage. Failure to have activated Find My whether it was expressly de-activated or inadvertently de-activated because You signed out of the relevant **Individual Account** or **Shared Account** and did not sign back into the applicable account in 24-hours (or other time period allowed in writing by Us, one of Our affiliates, Our Authorized Representative, or the **Named Insured**) will result in losing **Theft** or **Lost** coverage, but not **Power Surge** coverage.
- C. You are responsible for the payment of all premiums and deductibles, per the terms of this Certificate.
  - i. The insurance provided under this Certificate is provided to You for the length of term as chosen by You unless You cease to be a valid, active, and current account holder with the **Named Insured**.

## XI. ADDITIONAL CONDITIONS

- A. We will satisfy all claims for **Loss** under this Certificate 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. Any recovery or salvage on a **Loss** will accrue entirely to Our benefit. Upon Our request, You will return to Us any damaged **Equipment** or subsequently recovered **Stolen** or **Lost**

**Equipment.** All **Equipment** or parts used in repairs which We replace is the property of Us and may be disabled, destroyed, or reused. We will not provide replacement **Equipment** or undertake repairs if You are in breach of the terms of this Certificate due to: failure to return damaged **Equipment** 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**.

- C. The **Primary Account Holder** may not assign this Certificate without Our written consent.
- D. If any **Insured Customer** 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 Customer** 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:
  - i. Prior to a **Loss**.
  - ii. 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;
      - 1. Owned or controlled by the **Insured Customer**; or
      - 2. That owns or controls the **Insured Customer**; or

This will not restrict the **Insured Customer**'s coverage.
- E. 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:
  - i. This coverage;
  - ii. The **Equipment**;
  - iii. Your interest in the **Equipment**; or
  - iv. A claim under this Certificate.
- F. This insurance is primary over any other insurance You may have. **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.**

## **XII. ARBITRATION & CLASS ACTION WAIVER**

**READ THE FOLLOWING ARBITRATION AGREEMENT CAREFULLY. IT LIMITS CERTAIN RIGHTS OF YOURS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES IN COURT AND YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS OR REPRESENTATIVE PROCEEDINGS.**

YOU AND WE AGREE TO RESOLVE ANY DISPUTES THROUGH INDIVIDUAL BINDING ARBITRATION INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION, EXCEPT AS FOLLOWS:

ANY DISPUTE FALLING WITHIN THE JURISDICTIONAL SCOPE AND AMOUNT OF AN APPROPRIATE SMALL CLAIMS COURT MUST BE BROUGHT IN SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS.

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, CLASS ACTIONS, AND REPRESENTATIVE PROCEEDINGS.

Under this provision, “Dispute” includes any claim or controversy arising out of or relating in any way to this insurance whether based in contract, tort, statute, fraud, misrepresentation, or any other legal or equitable theory.

This Arbitration Agreement is subject to and governed by the Federal Arbitration Act (“FAA”). This Arbitration Agreement is intended to be broadly interpreted and shall survive any termination or cancellation of this insurance. This Arbitration Agreement applies to Our respective parents, subsidiaries, affiliates, service contract insurers, obligors, agents, employees, successors, and assignees.

You and We agree to waive the right to participate in class actions or representative proceedings. However, this Arbitration Agreement does not preclude You from bringing an individual action against Us in small claims court, so long as the dispute is pursued on an individual rather than a class-wide basis.

The American Arbitration Association (“AAA”) will administer any arbitration and will do so in accordance with its rules in effect at the time the claim is filed. You may obtain a copy of the AAA rules by visiting [www.adr.org](http://www.adr.org). Unless You and We agree otherwise, any arbitration hearing will take place in the county of the Service Address. The right to a hearing will be determined by the AAA Rules. However, if the claim is for \$10,000 or less, You may decide whether You want the arbitration to be conducted instead: (a) Only on the basis of documents or (b) through a telephone hearing.

### XIII. DEFINITIONS

“Accidental Damage from Handling” means a fortuitous event occurring during handling of the **Equipment** that causes direct physical damage to the **Equipment**. 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.

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

“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 **Equipment**.

“Covered Accessories” means iPhone: means any accessories contained inside Your covered Apple iPhone’s original packaging that suffer a Loss simultaneously with Your covered Apple iPhone; iPad: no covered accessories are not included with this coverage; Apple Watch means only the one Apple-branded band, Nike Sport band, or Hermès Sport band supplied in the same box as the covered Equipment and only if lost or stolen at the same time as your Equipment. For covered Apple Watch Bands, your replacement band will be an Apple-branded band in a style, material, and color that is subject to Our discretion.

“Data” means information input to, stored on, or processed by the **Equipment**. This includes documents, databases, messages, licenses, contact information, passwords, books, games, magazines, photos, videos, ringtones, music, and maps.

“Date of Loss” means the date on which a **Loss** to the **Equipment** occurs.

“Date of Replacement” means the date on which replacement **Equipment** is shipped to You, or the date on which You pick up the replacement **Equipment** at an **Authorized Service Facility**, as a result of a **Loss**.

“Equipment” means personal, self-contained, portable electronic communication, viewing, listening, recording, gaming, computing or global positioning devices, including wireless, cell or satellite phones, pagers, personal global positioning satellite units, computers and portable computers, portable audio listening devices, watches and other wearables, video viewing or recording devices or headsets, digital cameras, video camcorders, portable gaming systems, docking stations, automatic answering devices and other similar devices that are listed in this Certificate as being eligible for coverage. **Equipment** also means the **Covered Accessories**.

“Failure” means that **Equipment** becomes inoperable and unable to perform its designed function.

“Individual Account” means a United States-based account with the **Named Insured** established and maintained by a **Primary Account Holder** who is an individual **Equipment** owner or user.

“Insured Customer(s)” means the customer(s) of the **Named Insured** meeting the following conditions:

1. Whose **Equipment** has been enrolled in and been accepted for coverage under this Certificate;
2. Who have a complete description of their **Equipment** on file with the **Named Insured**, Us or Our Authorized Representative; and
3. Who have paid all premiums payable with respect to their **Equipment** before any claimed **Date of Loss** or for whom all premiums payable have been paid by the **Named Insured**.

“Loss” and “Losses” means a covered loss as provided in Section II, Covered Causes of Loss.

“Lost” means the misplacement of the **Equipment** in an unexplained manner where the **Equipment** is unrecoverable.

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

“Non-Covered Accessories” means all accessories not included in the definition of **Equipment**.

“Nonstandard External Media” means physical objects on which **Data** can be stored but which are not integrated components of the **Equipment** 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**.

“Nonstandard Software” means software, other than **Standard Software**.

“Power Surge” means an occurrence of a sudden and non-continuous increase or burst of electricity or electrical current, caused by natural or man-made events including lightning strikes, power returning after an outage, and wildlife interfering with power lines.

“Primary Account Holder” means the **Insured Customer** that is the registered account holder of an **Individual Account** or **Shared Account**.

"Shared Account" means a United States-based account with the **Named Insured** established by a Primary Account Holder, and maintained by (i) the **Primary Account Holder** and (ii) a **Shared Account Control Person**, if any, for a group of **Equipment** owners or users that are connected by a common relationship such as family, a combined household, or other similar relationships that establish a common affinity among the **Equipment** owners or users as determined by the **Named Insured**.

"Shared Account Control Person" means an individual that the **Primary Account Holder** and **Named Insured** recognize as having the authority to make changes to the coverage and otherwise control activity under a **Shared Account**.

"Standard External Media" means physical objects on which **Data** can be stored and that came standard in the original packaging with the **Equipment** from the manufacturer, but which are not integrated components of the **Equipment** required for it to function.

"Standard Software" means the operating system pre-loaded on or included as standard with the **Equipment** from the manufacturer.

"Stolen" means **Theft** of the **Equipment**.

"Theft" means the unlawful taking of the **Equipment** to the deprivation of the **Insured Customer**.

#### **XIV. STATE CHANGES**

Terms and conditions may vary for Certificates issued and **Insured Customers** residing in select jurisdictions. Please see the attached endorsements, if any, for applicable revisions to Your Certificate.

## NEW HAMPSHIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### HAWAII AMENDATORY CERTIFICATE ENDORSEMENT

This endorsement modifies insurance provided under the COMMERCIAL INLAND MARINE WIRELESS COMMUNICATIONS EQUIPMENT COVERAGE CERTIFICATE:

- I. Paragraphs (v) and (vii) of **Section X. A. Cancellation or Non-renewal Provisions** are amended to provide at least sixty (60) days' notice if we cancel or non-renew this Certificate or change the terms and conditions, unless we cancel for other reasons set forth in this Certificate. All other terms and conditions of this policy remain unchanged.

All other terms and conditions of the policy remain unchanged.