

# Protection for your wireless phone



# Protect Your Wireless Lifestyle

Recent estimates indicate that one in three wireless phones will be lost, stolen or damaged this year. And replacing your phone will likely cost you more than what you originally paid for it.

That's why *NEW* Wireless makes available to you a wireless phone insurance program. This program offers affordable protection you need to cover your phone from loss, theft, damage, and mechanical and electrical failure\*\*.

Your wireless insurance plan is offered and administered by *NEW* Wireless – a leader in wireless protection programs for wireless carriers, in partnership with your service provider. Insurance coverage is underwritten by the member company of Argonaut Group that is providing this insurance.

## COMPREHENSIVE COVERAGE

*NEW* Wireless offers full protection for your mobile phone, standard battery and charger (as part of a covered loss).

Our program covers:

- Loss
- Theft
- Damage
- Liquid Damage
- Mechanical & Electrical Failure (after warranty period)

All for a low monthly premium of \$4.99 applied directly to your wireless bill. In the event of an approved loss, a non-refundable deductible will be collected before you receive your replacement phone. Deductibles are based on the make and model of the handset filed led in the claim. (See *Deductible Schedule on page 3.*)

## HOW DO I FILE A CLAIM?

Filing a claim is easy – just follow these simple steps:

1. The following information is required for us to process your claim in timely manner:
  - Your wireless phone number
  - Your wireless phone make and model
  - If your phone was lost or stolen, a police report case number, precinct phone number, and officers name and badge number may be required.
2. Was your phone lost or stolen? Contact ACS to suspend your account immediately.
3. Call *NEW* Wireless at (866) 360-8388 within 60 days of the incident to file your claim. We will collect all of the information and process your claim right away. It takes just a couple of minutes. After your claim has been approved, you will be given information about receiving your replacement phone. A non-refundable deductible is required for each approved claim. (See *Deductible Schedule on page 3.*)

You'll be back using your phone in no time!

# Wireless Handset Insurance Program

**\$4.99 per month**

**Tiered Deductible  
based on equipment make and model**

*(see Deductible Schedule)*

**PROGRAM COVERS:**

**Phone • Battery\* • Charger\***

**PROTECTS AGAINST:**

**Loss • Theft • Damage • Liquid Damage  
Mechanical/Electrical failure**

*(after Manufacturer Warranty Expires)*

\*As part of covered loss.

\*\*After manufacturer warranty expires.

# Deductible Schedule

## ACS

### Handset Protection Program

The applicable deductibles that apply range from a minimum of \$50 to a maximum of \$100 and are set forth in the deductible schedule below:

#### TIER 1: \$50 DEDUCTIBLE

Audiovox 8615	Motorola 262
Audiovox 8910	Motorola L7C
Kyocera M1000	Motorola V266
Kyocera E2000	Motorola V710
Kyocera SE44	Motorola W385
Kyocera E1000	Motorola V323i
KLG VX3200	Motorola W315
LG VX4270	Nokia 6255
LG 210	Nokia 2135
LG AX5000	Nokia 3587I
	Nokia 6019

#### TIER 2: \$100 DEDUCTIBLE

Motorola V3M	Motorola Z6m
Motorola 800 Car	Motorola V9M
Motorola KRZRK1M	Nokia 6265
Motorola 800 BAG	PPC6700
Motorola Q	PPC6600
Motorola V3C RAZR	

*For the Terms and Conditions for this program and the most recent Deductible Schedule, please visit [www.newcorpwireless.com](http://www.newcorpwireless.com).*

# Frequently Asked Questions

## **WHY DO I NEED WIRELESS HANDSET INSURANCE?**

When you sign up for wireless service, your new wireless handset is most likely deeply discounted, in return for your signing a contract with your carrier. This practice is good for wireless carriers as well as wireless consumers.

## **BUT WHAT HAPPENS WHEN MY PHONE IS LOST, STOLEN, OR DAMAGED?**

Replacing your handset will probably be more expensive, as the retail value is a lot higher than the price you pay when you sign up for service. That's where insurance comes in – with wireless handset insurance, you will have peace of mind knowing that your wireless phone is covered at all times against unexpected surprises whether it be an accident or theft. Just how affordable is wireless handset insurance? Coverage for your phone, standard battery, and standard charger is just \$4.99 per month. There are no extra bills or checks to write every month, your insurance premium is conveniently added to your wireless bill. And in the event of a claim, you pay a small deductible for your new phone instead of full retail price.

## **HOW DO I SIGN UP FOR THIS PROTECTION?**

Simply tell the sales associate at the time of your purchase that you're interested in wireless insurance. Coverage is only available when you first sign up for cellular service, or when you upgrade to a new phone.

## **WILL MY REPLACEMENT EQUIPMENT BE EXACTLY THE SAME AS MY CURRENT PHONE?**

Every effort will be made to replace your phone with the exact model. However, in the event that the exact model is not available, your phone will be replaced with equipment of a similar kind, quality, and functionality.

## **HOW CAN I GET MORE INFORMATION ABOUT THIS PROGRAM?**

Call our toll free information line at (866) 360-8388. We're open Monday – Friday from 9 a.m. – 10 p.m. CST and Saturdays 9 a.m. – 9 p.m.

# Contact Us

Please contact us for a more detailed description of the coverage provided. The Wireless Handset Insurance Program is an optional insurance coverage that you are not required to purchase in order to purchase services or equipment. If you decide to enroll in the Wireless Handset Insurance Program, you may cancel your coverage at any time and receive a refund of any unearned premium due in accordance with applicable law. While *NEW* Wireless and Argonaut Group strive to satisfy every customer we ask that you allow us the opportunity to resolve any question, concern, or complaint you may have by calling us at (866) 360-8388. The Coverage Certificate may provide duplicate coverage already provided by a consumer's personal auto insurance policy, homeowners' insurance policy, personal liability insurance policy, or other source of coverage.

Please refer to the Coverage Certificate for complete terms and conditions of the coverage provided. For questions, or to obtain a full size copy of the insurance Coverage Certificate, please contact:

The *NEW* Wireless Customer Care Center  
P.O. Box 24370  
Overland Park, KS 66283-4370  
(866) 360-8388  
[www.newcorpwireless.com](http://www.newcorpwireless.com)

The Wireless Insurance Program is administered by N.E.W. Wireless and Insurance Services, LLC. and is underwritten by the member company of Argonaut Group that is providing this insurance.

NOTE: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of insurance fraud.



# Terms and Conditions

## WHAT'S COVERED?

Loss, theft, damage, and mechanical/electrical failure outside the manufacturer's warranty.

## HOW MUCH WILL BE ADDED TO MY MONTHLY BILL?

\$4.99 per line. The wireless handset that is claimed must have a valid IMEI, ESN or SIM registered and active with ACS at the time of the loss, theft, or damage.

## HOW LONG IS THE APPROVAL PROCESS?

Typically you can pick up your replacement device at an ACS Store on the same day that your claim is approved.

## WHAT TYPE OF REPLACEMENT PHONE WILL I RECEIVE?

Your replacement phone will be new and of like kind and quality.

## WHAT ARE THE CLAIM LIMITS?

You are limited to two claims in any 12 month period per line.

## HOW DO I FILE A CLAIM?

Call *NEW* Wireless's customer care center toll free at (866) 360-8388. Claims may be filed Monday – Friday from 9 a.m. – 10 p.m. CST and Saturdays 9 a.m.– 6 p.m. You must be the account holder and report the claim within 60 days after the loss, theft or damage.

## WHAT IS THE LIMIT PER CLAIM?

\$750 per claim.

## WHAT IS THE DEDUCTIBLE?

Your deductible will be based on the make and model of the handset for which you make a claim, and will fall into one of the following categories: \$50–\$100. Please consult the Deductible Schedule for device-specific information.

*Some provisions in this Coverage Certificate ("Certificate") restrict coverage. Read this entire Certificate carefully. It sets forth each party's rights and duties and what is and is not covered. In this Certificate, the words "You" and "Your" refer to the "Insured Subscriber" or "Insured Subscribers". The words "We", "Us" and "Our" refer to the member company of Argonaut Group that is providing this insurance. In this Certificate, the words "Our Authorized Representative" and "NEW" refer to N.E.W. Wireless and Insurance Services, LLC. Other capitalized words and phrases have special meaning. Refer to SECTION IX – DEFINITIONS. A copy of the policy under which this Certificate is issued is available for your inspection at [www.newcorp.com](http://www.newcorp.com).*

### COMMUNICATIONS EQUIPMENT COVERAGE CERTIFICATE THIS CERTIFICATE IS A PART OF MASTER POLICY NUMBER: CE 9100002

#### SECTION I - COVERAGE

Subject to all of the terms and conditions of this Certificate, we agree to provide the insurance as stated in this Certificate on a month to month basis, provided that any covered damage or Loss to the Covered Property occurs while your coverage is in effect. With regard to all enrollment requests including those which require a predefined Waiting Period, the coverage specified in this Certificate begins at 12:01 a.m. on the later of the date of such request or the expiration of any predefined, required Waiting Period. The information pertaining to your communication equipment coverage included in your receipt, invoice or other documentation from your Service Provider is incorporated by reference in this Certificate and specifically includes the name and address of the Insured Subscriber and information to determine the effective date of coverage (see **SECTION I – F.**).

##### A. WHAT WE INSURE

We insure your Covered Property for direct physical Loss that results from a covered cause of Loss to Covered property so long as you remain eligible for coverage. In the event of a covered Loss, our obligation under this Certificate is to repair or replace, at our sole option, the Covered Property.

##### B. COVERED PROPERTY

We cover the Covered Property (as defined in **SECTION IX – DEFINITIONS**) of Insured Subscribers enrolled for coverage and on file with us or our authorized representative for direct physical Loss from a covered cause of Loss. Coverage is subject to the terms, exclusions, conditions and Limits of Insurance contained in this Certificate.

##### C. PROPERTY NOT COVERED

The following is not covered:

1. Any property or equipment that is not Covered Property.
2. Contraband or property in the course of illegal transportation or trade.
3. Any antenna or wiring attached to, protruding from or on the exterior of any vehicle or watercraft.
4. Property in transit to you from a manufacturer or seller that is not the Authorized Service Facility.
5. Personalized data such as contact lists, photos, video and music downloads, as well as customized software, such as personal information managers (PIM's), ring tones, games or screensavers.
6. Covered Accessories will only be covered when they are part of a Loss to Covered Property other than Covered Accessories.
7. Color face plates or other Non-Covered Accessories.
8. Preventive maintenance or preferential adjustments.

##### D. COVERED CAUSES OF LOSS

We cover all risk of direct physical Loss to Covered Property regardless of other insurance you may have except that we do not cover those causes of Loss listed in SECTION II – EXCLUSIONS.

##### E. PAYMENT OF PREMIUMS

Monthly premiums will be charged to your regular account with your Service Provider. The monthly premium for all eligible equipment types is \$4.99.

##### F. WHEN COVERAGE IS EFFECTIVE

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

If you submit your request for enrollment for insurance coverage at Initial Activation, your coverage under this Certificate begins upon our approval. Upon our approval, coverage is retroactive to the date of submission of your request for enrollment. We, or our authorized representative, will notify you within sixty (60) days if your request is not approved.

Eligibility for enrollment after Initial activation may be subject to Limitations.

#### SECTION II - EXCLUSIONS

We will not pay for Loss caused directly or indirectly or resulting from events, conditions or causes of Loss identified in this SECTION II. Such Losses are excluded regardless of any other cause or event that contributes concurrently or in any sequence to the Loss.

- A. Indirect Loss, meaning: any delay; loss of market; loss of use or any other consequential loss; interruption of business, or inconvenience; an increase of Loss caused by or resulting from the delay in replacing Covered Property due to interference at the location of replacement or repair by strikers, other persons or any other cause of Loss.
- B. Loss due to the intentional parting of Covered Property by you or anyone entrusted with the property. Loss due to intentional, dishonest, fraudulent or criminal acts by you or your family members; any of your authorized representatives; anyone you entrust with the property; and any of their family members; or anyone else with an interest in the property for any purpose, acting alone or in collusion with others.
- C. Loss due to obsolescence, including technological obsolescence, of the Covered Property.
- D. Loss caused by or resulting from change or enhancement in color, texture or finish. Loss caused by or resulting from expansion, contraction or any cosmetic damage of Covered Property, however caused. Such excluded causes of Loss include, but are not limited to, scratches, marring and cracked displays that occur to Covered Property that do not affect the mechanical or electrical function of the Covered property.
- E. Loss caused by or resulting from faulty repair, adjusting, installation, servicing or maintenance, unless fire or explosion ensues and then only for Loss by ensuing fire or explosion. Loss caused by or resulting from unauthorized repair or replacement.
- F. Loss caused by or resulting from the discharge, dispersal, seepage, migration, release or escape of Pollutants.

# Terms and Conditions *Continued*

- G. Loss caused by or resulting from the use of Covered Property in a manner for which it was not designed or intended by the manufacturer. Loss caused by or resulting from failure to follow the manufacturer's installation, operation or maintenance instructions.
- H. Loss caused by or resulting from error or omission in design, programming, system configuration, faulty construction or any original defect in any Covered Property, or manufacturer's recall. Loss due to Mechanical and/or Electrical Failure occurring during the term of the manufacturer's warranty.
- I. Loss or damage to or of batteries (unless otherwise covered as a Covered Accessory when part of a Loss to other Covered Property) is not covered. Loss or damage to or of personalized data, such as contact lists, photos, video and music downloads is not covered. Loss or damage to or of customized software, such as personal information managers (PIM's), ring tones, games or screen savers is not covered. Loss or damage to or of antennas, external housings or casings that do not affect the mechanical or electrical function of the Covered Property is not covered.
- J. Loss caused by or resulting from normal wear or tear, gradual deterioration, inherent vice or latent defect.
- K. Any Loss or damage caused by or through or in consequence, directly or indirectly, of 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 Certificate.
- L. Any Loss or damage caused by or through or in consequence, directly or indirectly, of Nuclear Hazard, meaning any weapon employing atomic fission or fusion; or nuclear reaction or radiation or radioactive contamination from any other cause; but we will pay for direct physical Loss caused by resulting fire, if the fire would be covered under this Certificate. Loss caused by or resulting from war, including undeclared or civil war, warlike action by a military force, including action hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or insurrection, rebellions, revolutions or usurped power of action taken by government authority in hindering or defending against any of these. Loss caused by or resulting from Government Action, meaning seizure or destruction of property by order of government authority including economic and trade sanctions as provided under applicable law and U.S. Treasury Department guidelines.

## SECTION III – LIMITS OF LIABILITY

### A. PER OCCURRENCE LIMITS

A per occurrence limit of \$750 U.S. applies to each covered Loss for repair or replacement due to Loss or damage to the Covered Property for any one Insured Subscriber. For any one Loss, we will not pay for replacement equipment having a manufacturer's suggested retail value of, or for repair costs that are, more than the per occurrence limit, less the applicable deductible set forth in SECTION IV – DEDUCTIBLE

### B. AGGREGATE LIMITS

A maximum of two (2) replacements or repairs of Covered Property will be allowed per Insured subscriber in any one twelve (12) month period. The twelve (12) month period is calculated based on the Date of Replacement for each covered Loss.

## SECTION IV – DEDUCTIBLE

Each replacement or repair of an item of Covered Property is subject to a nonrefundable deductible per covered Loss. The per Loss deductible is based on the make and model of the wireless handset insured as part of the Loss. A minimum deductible amount of \$50 and a maximum deductible amount of \$125 apply. The applicable deductible for the Insured Subscriber's Covered Property is stated on the Service Provider's schedule provided to the Insured Subscriber and available at [www.newcorp.com](http://www.newcorp.com). You must satisfy before we will authorize a replacement or repair.

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

## SECTION V – CONDITIONS IN THE EVENT OF LOSS

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

- A. In the event of a covered Loss, we will arrange for the replacement of the Covered property through the Authorized Facility.
- B. An Insured Subscriber will not be entitled to receive cash in lieu of actual replacement or repair of the Covered Property.
- C. Replacement equipment may, at our option, be of like kind and quality.
- D. Replacement equipment will be approved equipment for use on the network of the Service Provider and in the same equipment category as the Covered Property at the time of the Loss.
- E. Equipment failure evaluation performed by the Service Provider and/or our authorized representative and/or the manufacturer may be required prior to approval of your request for repair or replacement of the Covered Property.

## SECTION VI – DUTIES IN THE EVENT OF LOSS

- A. In the event that your Covered Property is lost or stolen, you must notify your Service Provider as soon as possible to suspend service.

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

## SECTION VII – CANCELLATION, NONRENEWAL AND ELIGIBILITY

### A. CANCELLATION AND NONRENEWAL PROVISIONS

1. You may cancel coverage under this Certificate by mailing or delivering to us advance written notice stating when such cancellation is effective. You may send your written notice to our authorized representative as follows:

The N.E.W. Wireless and Insurance Services, LLC.  
P. O. Box 24370  
Overland Park, KS 66283-4370

2. We may cancel or nonrenew this Certificate by having a written notice of cancellation or nonrenewal mailed or delivered to you, and by delivering notice electronically to the Named Insured Service Provider at least:

- a. Ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. Forty-five (45) days before the effective date of cancellation or nonrenewal if we cancel or nonrenew for any other reason, except where longer notice is required by law, in which case the appropriate timely notice will be given.

NOTE: Continued eligibility for this insurance ceases and coverage will automatically terminate upon our second repair or replacement of Covered Property during any one twelve (12) month period beginning with the Date of Replacement for the first repair or replacement. We will forward a notice of ineligibility to you, by mail, email or fax at the time of the second repair or replacement. You will remain ineligible for a period of twelve (12) months commencing on the Date of Replacement for the second repair or replacement (see SECTION III, item B.).

3. Notice will be mailed or delivered to you at the last address known to us or as otherwise authorized by you.
4. Notice of cancellation or nonrenewal will state the effective date of cancellation or nonrenewal and all insurance under this Certificate will end on that date.
5. If coverage under this Certificate is cancelled, you will be refunded any unearned premium due in accordance with applicable law.
6. If cancellation or nonrenewal notice is mailed, proof of mailing will be sufficient proof of notice.

### B. TO BE AND REMAIN ELIGIBLE FOR COVERAGE

1. You must have activated communications service directly with your Service Provider and be a valid, active and current subscriber of your Service Provider to be covered under the policy. Covered Property must be actively registered on the Service Provider's network on the date of Loss and have logged airtime prior to the date of Loss.
2. The Covered Property must be designated by us and eligible for coverage under this Certificate. Eligibility may be limited to new equipment that has not been previously activated for service.

# Terms and Conditions *Continued*

3. You must not have engaged in fraud or abuse with respect to this or a similar communications equipment insurance program.
4. You must not have exhausted the benefits available under an Argonaut Great Central Insurance Company Certificate issued through your Service Provider by exceeding the aggregate limit (see SECTION III, item B.).
5. You must not be in breach of any material term of this Certificate, including, but not limited to, failure to return damaged Covered Property when requested in conjunction with a covered Loss, or failure to satisfy the required deductible on a covered Loss.
6. You are responsible for the payment of all premiums, per the terms of this Certificate, as listed on your account from your Service Provider.
7. The insurance provided under this Certificate is provided on a month by month term basis, unless you cease to be a valid, active and current subscriber of your Service Provider, or you or your Covered Property cease to be eligible for coverage.

## SECTION VII – ADDITIONAL CONDITIONS

- A. All claims for covered Loss under this Certificate will be made good within sixty (60) 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 LOSS. We may ship approved replacement or repaired equipment directly to you within the United States; however, we may require you to pick up your replacement or repaired equipment at an Authorized Facility.
- B. If we and you disagree on the value of the Covered Property or the amount or satisfaction of Loss, either may elect arbitration pursuant to SECTION VII, item G. below.
- C. Any recovery or salvage on a Loss will accrue entirely to our benefit until the expense incurred by us has been made up. Upon our request, you will return to us any damaged equipment. All Covered Property which we replace becomes our property and may be disabled, destroyed or reused. We will not provide replacement equipment if you are in breach of the terms of this Certificate due to failure to return damaged Covered Property when requested in conjunction with a prior covered Loss, or due to your failure to satisfy the nonreturned equipment charge or deductible on a covered Loss.
- D. No person or organization, other than you, having custody of Covered Property, will benefit from this insurance.
- E. If any Insured Subscriber to or for whom we honor a claim under this Certificate has rights to recover damages from another, those rights are transferred to us. That Insured Subscriber must do everything necessary to secure our rights and must do nothing after a Loss to impair them; but you may waive your rights against another party in writing:
  1. Prior to a covered Loss.
  2. After a covered Loss, only if, at the time of Loss, that party is one of the following:
    - a. someone covered under this Certificate; or
    - b. a business firm:
      - i. owned or controlled by the Insured Subscriber; or
      - ii. that owns or controls the Insured Subscriber; or
      - iii. the Insured Subscriber's tenant.This will not restrict the Insured Subscriber's coverage.
- F. This coverage is void in any case of fraud, intentional concealment or misrepresentation of a material fact, at any time, concerning:
  1. This coverage;
  2. The Covered Property;
  3. Your interest in the Covered Property; or
  4. A claim under this Certificate.

G. The coverage provided to you by this Certificate is in connection with and related to services provided to you by your Service Provider. In order to facilitate prompt resolution of any disputes which may arise, any and all claims, disputes or controversies of any nature whatsoever, regardless of when the circumstances surrounding the claim, dispute or controversy occurred, and regardless of whether in contract, tort or otherwise (including statutory, common law, fraud, fraudulent inducement, other intentional tort, property and equitable claims) arising out of, relating to or in connection or conjunction with:

1. the Certificate, or the policy under which it is issued;
2. any activities, transactions, services or interactions of any kind involving you and us, or between you and any of our employees, agents, representatives or associated businesses in any way involving any activities, transactions, services or interactions involving or related in any way to the Certificate; or 3. the validity, scope or enforceability of this arbitration provision or the Certificate (the "Claim") shall be resolved, on an individual basis, by final and binding arbitration. All arbitration shall be administered by the American Arbitration Association (the "AAA") in accordance with its Wireless Industry Rules and Procedures (the "Arbitration Rules") in effect at the time the Claim is filed. The Arbitration Rules as well as forms and information on arbitration in general may be obtained by calling our authorized representative, NEW, at 1-866-360-8388, or by visiting AAA's website at [www.adr.org](http://www.adr.org). Any arbitration which you attend will take place at a location within the federal judicial district that includes your billing address at the time the Claim is filed. The Arbitration Rules provide that for claims under \$10,000, we will advance the administrative fee payable to AAA and your portion of the arbitrator's fee may be waived in the case of economic hardship. The arbitrator shall apply relevant, substantive law and applicable statutes of limitation and shall provide written, reasoned findings of fact and conclusions of law. This arbitration agreement is made pursuant to a

transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1, et. seq. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the arbitration provision. The arbitrator's decision and award will be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction over this matter.

*YOU AND WE UNDERSTAND AND AGREE THAT BECAUSE OF THIS ARBITRATION PROVISION, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO GO TO COURT EXCEPT AS PROVIDED BELOW OR TO HAVE A JURY TRIAL. IN ACCORDANCE WITH THE ARBITRATION RULES, HOWEVER, YOU MAY, AT YOUR ELECTION, PURSUE AN ACTION AVAILABLE IN SMALL CLAIMS COURT IN LIEU OF ARBITRATING THE DISPUTE.*

If you are a resident of Arkansas, Kentucky, Louisiana, Massachusetts, Mississippi, Montana, South Carolina or Virginia, or if the above arbitration provisions are determined to be invalid or unenforceable with respect to you, the following applies:

Any award rendered in accordance with the arbitration provisions herein shall constitute a nonbinding award on you, provided that within forty-five (45) days of the arbitrator's award, you file a legal proceeding in the appropriate federal, state or local court, based upon the same issue and facts as raised by you in the arbitration proceeding. Under no circumstances shall an issue be raised in federal, state or local court until such time as both you and we first address our disagreement in an arbitration proceeding and obtain an arbitration award pursuant to the arbitration provision set forth above.

- H. No one may bring legal action, including arbitration, against us under this Certificate unless:
  1. There has been full compliance with all of the terms of this Certificate, and 2. The action is brought within two (2) years or any longer period as stated in the policy or any endorsement thereof after you first have knowledge of the Loss or other events that are the basis of the action.
- I. The coverage territory is worldwide, but the cost of repair or replacement will be valued in U.S. currency at the time of repair or replacement.
- J. You may not assign this Certificate without our written consent.
- K. If you have a Loss to Covered Property that is part of a pair or set, we will only cover a reasonable and fair proportion of the total value of the pair or set. We will not cover based on a Loss to the entire pair or set. L. We may make available to you other limited benefits or services related to your Covered Property where available. These may include:
  1. Property location or recovery services.
  2. Data management or recovery services.
  3. Equipment service and maintenance.
  4. Reduced cost upgrade or purchase benefits or other services provided through your Service Provider or other authorized service facilities.
- M. We agree that any terms of this Certificate not in conformity with applicable law are conformed to comply with such law. If any portion of this Certificate is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Certificate.
- N. This Certificate contains all the agreements between you and us concerning the insurance provided. This Certificate's terms can be amended or waived only by issuance of a new Certificate or endorsement issued by us and made a part of this Certificate.
- O. We retain the right to revise this Certificate at any time and adjust the coverage terms including the premium and the deductible. In the event of any material change in the coverage terms, the premium or the deductible, you will be provided advance written notice of such changes. You may cancel coverage at any time without penalty, but if you continue to pay premiums after a change in coverage terms, the premium or the deductible, you will be bound by those changes.

## SECTION IX - DEFINITIONS

- A. "Authorized 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 Facility will be at the sole discretion of us or our authorized representative.
- B. "Computer Virus" means any unauthorized intrusive codes or programming that are entered by any means into covered data processing equipment, media, software, programs, systems or records and interrupt the operations of Covered Property.
- C. "Coverage Certificate", "Certificate" or "Certificates" mean this Commercial Inland Marine Communications Equipment Insurance Coverage Certificate.
- D. "Covered Accessories", as used in this Certificate, means the battery and charger as a part of a loss of the phone.
- E. "Covered Property", as used in this Certificate, means the phone, SIM card (where applicable), standard battery and standard charger.
- G. "Date of Replacement" is the date on which replacement or repaired equipment is shipped to you, or the date on which you pick up the replacement or repaired equipment at an Authorized Service Facility, as a result of a covered Loss.
- H. "Initial Activation" means the time of initial activation of the Service Provider's service for the Covered Property.

# Terms and Conditions *Continued*

I. "Insured Subscriber" or "Insured Subscribers" mean the customers of the Service Provider who have been enrolled and accepted for coverage under this Certificate, and for whom we or our authorized representative have on file a complete description of the Covered Property, and who have, before the Date of Loss in question, paid all premiums payable with respect to the Covered Property.

J. "Loss" and "Losses" mean the accidental loss, theft or physical damage, including Mechanical or Electrical Failure occurring outside the term of the manufacturer's warranty.

K. "Mechanical or Electrical Failure" means the failure of Covered Property to operate due to a faulty part or workmanship when operated according to the manufacturer's instructions.

L. "Non-Covered Accessories" as used in the Certificate means all accessories not included in the definition of Covered Accessories.

M. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals, artificially produced electric fields, magnetic field, electromagnetic field, sound waves, microwaves and all artificially produced ionizing or non-ionizing radiation and waste. Waste includes material to be recycled, reconditioned or reclaimed.

N. "Service Provider" means ACS Wireless, Inc.

O. "Waiting Period" means the time period spanning from the initial request for coverage to the effective date of coverage.

## **SECTION X – STATE CHANGES**

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

Alabama: SECTION VIII, G. Arbitration does not apply.

Alaska: A Loss may be caused by a chain of causes. If a Covered Cause of Loss is the dominant cause of such a Loss, we will not deny coverage on the basis that a secondary cause in that chain is not a Covered Cause of Loss.

Illinois: You shall have fifteen (15) days after enrollment to determine if you wish to reject coverage provided that no claim is made during the fifteen (15) day period. Making any claim during this period of time constitutes acceptance of the coverage by you. If you notify us at the address provided below that you wish to reject coverage within this period and no claim has been made, we will rescind coverage and refund 100% of the premium paid for the term of coverage.

Iowa: SECTION VIII, G. Arbitration does not apply.

Kansas: SECTION VIII, G. Arbitration does not apply.

Missouri: SECTION VIII, G. Arbitration does not apply.

Nebraska: SECTION VIII, G. Arbitration does not apply.

Nevada: The following is added to SECTION VII, O.: Except as otherwise provided by law, we will provide you such notice at least sixty (60) days prior to such changes.

Such changes will only be made on any six (6) month anniversary date of the policy.

Oklahoma: SECTION VIII, G. Arbitration is amended to include the following additional language: If an arbitration decision is not issued within three (3) months of the demand for arbitration, the Insured Subscriber, provided they are not the cause for the delay, may elect to proceed in court.

Oregon: NOTE B below does not apply.

South Dakota: SECTION VIII, G. Arbitration does not apply.

Washington: We will not pay for Loss caused directly or indirectly by any of the above excluded causes of Loss, and such Loss is excluded regardless of any other cause or event that contributes concurrently to the Loss if the excluded event initiates the sequence of events that result in a Loss.

Any notice of cancellation will include the actual reason for cancellation and any notice of nonrenewal will be provided to the Insured Subscribers impacted by any such nonrenewal at least forty-five (45) days before the expiration of the policy.

West Virginia: The phrase "sixty (60) days" in SECTION VII, A. above is deleted and replaced with the phrase "fifteen (15) days". SECTION VIII, G. Arbitration is deleted in its entirety.

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

*NOTE B. ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF INSURANCE FRAUD. IN FLORIDA, SUCH CONDUCT IS A FELONY OF THE THIRD DEGREE.*

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

The N.E.W. Wireless and Insurance Services, LLC.  
P. O. Box 24370  
Overland Park, KS 66283-4370  
(866) 360-8388