

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

Administrative Offices
175 Water Street, New York, NY 10038
Telephone No. 212-770-7000

**COMMERCIAL INLAND MARINE WIRELESS COMMUNICATIONS EQUIPMENT
INSURANCE POLICY**

DECLARATIONS

POLICY NO.: 011793988

1. **INSURED'S NAME AND MAILING ADDRESS:** The Named Insured, New-Cell, Inc. dba Cellcom, and the various Insured Customers of the Named Insured on file with the Company or its Authorized Representative, who have enrolled and been accepted under the wireless communications equipment insurance program insured under this policy.

Address of the Named Insured:
P.O. Box 5517
Green Bay, WI 54313

Name and Address of the Insured Customers: As specified in the records and files of the Company or its Authorized Representative.

2. **POLICY PERIOD:**

Named Insured: Effective as of March 6, 2020 12:01 a.m. Standard Time, at the address of the Named Insured as stated in Item 1 above, and is continuous thereafter for thirty-six (36) months, expiring at 12:01 a.m. Standard Time on the expiration date. Thereafter, the policy will renew on a month-to-month basis.

Insured Customers: Effective as of March 6, 2020 12:01 a.m. Standard Time, at the address of the Named Insured as stated in Item 1 above, and is continuous thereafter, from month-to-month until terminated as provided in the policy, expiring at 12:01 a.m. Standard Time on the applicable expiration date, as chosen by Insured Customers and as specified in the records and files of the Company or its Authorized Representative.

3. **PREMIUM:** In return for the payment of the premium due hereunder, and subject to all of the terms and conditions of this policy and the Commercial Inland Marine Wireless Communications Equipment Coverage Certificates ("Certificates") issued under and forming a part of this policy as more fully identified in the Schedule ("Schedule") referred to in Item 5 of these Declarations, the Company agrees to provide the insurance as stated in this policy and the Certificates.

4. **COVERAGE, LIMITS OF INSURANCE AND DEDUCTIBLE:** The Limits and Deductible are per the Certificates in effect from time to time for the insurance afforded under the policy as more fully identified in the attached Schedule. The Coverage Options chosen below are available under this policy as shown in the applicable Coverage Certificate:

Type: Repair or Replacement

Plan: a. Direct, Sudden and Accidental Physical Damage
b. Theft or Lost Equipment

Account - Type: Line Based

Effective Date: If You submit Your request for enrollment for coverage at **Initial Activation:** Your coverage begins upon Our approval. Upon Our approval, coverage is retroactive to the date of the submission of Your request for enrollment. We or Our Authorized Representative will notify you within fourteen (14) days if Your request is not approved.

If You submit Your request for enrollment for coverage after Initial Activation: Your coverage begins upon Our approval and completion of the **Waiting Period** on the thirtieth (30th) day following the submission of Your request for enrollment. We or Our Authorized Representative will notify you prior to the completion of the **Waiting Period** if Your request is not approved.

Aggregate Limits: A maximum of 2 replacements of Equipment will be allowed per Wireless Number in any one 12 month period.

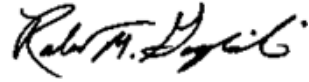
Deductible:

Equipment Tier	Non-Subsidized, Non-discounted Retail Price of Equipment	Repair Deductible	Replacement Deductible
1	\$0.00 - \$224.99	N/A	N/A
2	\$225.00 - \$524.99	\$50.00	\$100.00
3	\$525.00 - \$999.99	\$50.00	\$175.00
4	\$1,000.00 - \$1,499.99	\$50.00	\$250.00
5	\$1,500.00 - \$2,000.00	\$50.00	\$300.00

Territory: United States and its Territories

5. **FORMS AND ENDORSEMENTS APPLICABLE TO THIS POLICY:** As more fully identified in the attached Schedule to these Declarations.

6. **PREMIUM FOR ALL COVERAGE PARTS:** As per monthly bordereau.



AUTHORIZED REPRESENTATIVE

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

Administrative Offices
175 Water Street, New York, NY 10038
Telephone No. 212-770-7000

**COMMERCIAL INLAND MARINE WIRELESS COMMUNICATIONS
EQUIPMENT INSURANCE POLICY
COVERAGE FORM**

VARIOUS PROVISIONS IN THIS POLICY RESTRICT COVERAGE. READ THE ENTIRE POLICY CAREFULLY TO DETERMINE YOUR RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.

Throughout this policy the words "You" and "Your" refer to an **Insured Customer**. "Company", "We", "Us" and "Our" refer to the insurance company providing this insurance.

Other words and phrases, whether expressed in the singular or plural, that appear in boldface are defined in the DEFINITIONS section of this policy.

In consideration of the payment of the premium when due and in reliance upon the statements in the Declarations and subject to the Limits of Exclusions, Liability, Conditions and other terms of this policy, We agree to provide as follows:

SECTION I – COVERAGE

A. INSURING AGREEMENT

We agree to insure the **Named Insured** and the **Insured Customers** of the **Named Insured** who are eligible and have been enrolled for coverage under this policy in accordance with its provisions with respect to **Equipment** to which this policy applies. We will provide Certificates as evidence of insurance under this policy for delivery to each **Insured Customer** which shall set forth the coverage provided under this policy, the limits of coverage, the applicable deductibles, the claims filing requirements, and all material terms and conditions of coverage.

B. POLICY COMPOSITION

This policy is comprised of this Coverage Form, one or more Certificates and/or one or more Endorsements, all as more fully identified in the Schedule to the Declarations of this policy.

Any terms or conditions contained in any Certificate or any Endorsement scheduled in the Schedule to the Declarations of this policy subsequent to the inception date supersedes any conflicting condition in this Coverage Form other than the Cancellation provisions applicable to this policy.

SECTION II – EXCLUSIONS

The insurance afforded under this policy and the Certificates do not provide coverage with respect to damage or loss under certain circumstances as set forth in the Certificates issued hereunder.

SECTION III – LIMITS OF INSURANCE

The insurance afforded under this policy and the Certificate is limited in coverage as set forth in the Certificates issued hereunder.

SECTION IV – COMMON POLICY CONDITIONS

A. POLICY CANCELLATION OR NON-RENEWAL

The following Cancellation or Non-Renewal provision applies to the policy and all Certificates, unless a special state Cancellation or Non-Renewal Endorsement applies.

1. The **Named Insured** shown in the Declarations may cancel this policy by mailing or delivering to Us advance written notice of cancellation. We, or the **Named Insured** on Our behalf, shall mail or deliver written notice to **Insured Customers** advising **Insured Customers** of the cancellation of this policy and the effective date of cancellation at least 30 days, or other longer period as required by law and as set forth in the **Insured Customers' Coverage Certificate**, prior to cancellation.
2. **Insured Customers** of the **Named Insured** may cancel their Coverage Certificates at any time as set forth in their Coverage Certificates.
3. We may cancel or otherwise change the terms and conditions of this policy by providing written notice to the **Named Insured** and **Insured Customers** at least 30 days, or other period as required by law and as set forth in the **Insured Customers' Coverage Certificate**, before the effective date.
4. We may cancel this policy for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder by providing written notice to the **Named Insured** and **Insured Customers** at least 15 days, or other period as required by law and as set forth in the **Insured Customers' Coverage Certificate**, before the effective date.
5. If We decide to non-renew this policy, We will mail or deliver notice to the **Named Insured** and **Insured Customers** at least thirty (30) days prior to

the expiration date of this Certificate, or other period as required by law and as set forth in the **Insured Customers'** Coverage Certificate.

6. We will mail or deliver Our notice to the **Named Insured** or **Insured Customers'** last known mailing or electronic address. If notice is mailed, We or the **Named Insured** shall maintain proof of mailing in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. If notice is sent by electronic means, We or the **Named Insured** shall maintain proof that the notice or correspondence was sent.
7. Notice of cancellation will state the effective date and actual reason of cancellation. The policy period will end on that date.
8. If this policy is cancelled, We will send the **Named Insured** any premium refund due. If We cancel, the refund will be pro rata. The cancellation will be effective even if We have not made or offered a refund.

B. CHANGES

This policy contains all the agreements between the **Named Insured** and Us concerning the insurance afforded. The **Named Insured** shown in the Declarations is authorized to make changes in the terms of this policy with Our consent. This policy's terms can be amended or waived only by Endorsement issued by Us and made a part of this policy.

C. EXAMINATION OF NAMED INSURED'S BOOKS AND RECORDS

We may examine and audit the **Named Insured's** books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give the **Named Insured** reports on the conditions We find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And We do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to Us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

E. TRANSFER OF NAMED INSURED'S RIGHTS AND DUTIES UNDER THIS POLICY

The **Named Insured's** rights and duties under this policy may not be transferred without Our written consent.

F. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Form is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by the **Named Insured** or any **Insured Customer**, at any time, concerning:

1. This Coverage Form;
2. The **Equipment**;
3. The **Named Insured's** or any **Insured Customers'** interest in the **Equipment**; or
4. A claim under this Coverage Form.

G. LEGAL ACTION AGAINST US

No one may bring a legal action against Us under this Coverage Form unless:

1. There has been full compliance with all the terms of this Coverage Form; and
2. The action is brought within 2 years after the **Named Insured** or **Insured Customer** first has knowledge of the "loss".

SECTION V – DEFINITIONS

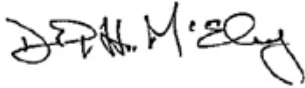
Parts of this policy are written in simplified language, but some parts may not be. In this policy the following words have the same meaning:

"Equipment" refers to the insured property as specified in the Certificates.

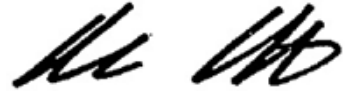
"Insured Customer(s)" refers to the various customers of the **Named Insured** who have enrolled and been accepted for coverage under a Certificate issued under and forming a part of this policy and for whom We or Our authorized representative have on file a complete description of the **Equipment** and who have, before the date of loss in question, paid all applicable premiums payable with respect to the **Equipment**.

“**Named Insured**” or refers to the Insured shown in the Declarations page of this policy.

By signing below, the President and the Secretary of the Insurer agree on behalf of the Insurer to all the terms of this Policy.



PRESIDENT



SECRETARY

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

Administrative Offices
175 Water Street, New York, NY 10038
Telephone No. 212-770-7000

**COMMERCIAL INLAND MARINE WIRELESS
COMMUNICATIONS 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 UNDER WHICH THIS CERTIFICATE IS ISSUED IS AVAILABLE FOR YOUR INSPECTION.

Throughout this Certificate the words "You" and "Your" refer to an Insured Customer. "Company", "We", "Us" and "Our" refer to the insurance company providing this insurance. "Authorized Representative" refers to Brightstar Agency, LLC and Brightstar Device Protection, LLC (collectively, "Brightstar").

Other words and phrases, whether expressed in the singular or plural, that appear in boldface are defined in the DEFINITIONS of this Certificate.

I. COVERAGE.

Subject to all terms, conditions, exclusions and limits of insurance pursuant to this Certificate, and in return for You paying the premium when due, We agree to provide the 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 at 12:01 a.m. pursuant to Section V, Coverage Effective Date. The information pertaining to Your coverage pursuant to this Certificate is included in Your receipt, invoice, or other documentation from the Named Insured and is incorporated by reference in this Certificate and specifically includes the name and address of the Insured Customer and information to determine the effective date of coverage.

This Certificate covers Your **Equipment** for **Loss** as long as it is eligible for coverage. We will replace Your Equipment in the event of a loss. We may, at our sole discretion, offer you the opportunity to repair Your Equipment in the event of a Loss.

If You receive a replacement as a result of Your **Loss**, You agree that the replacement:

1. may not include identical features and functions as the **Equipment**;
2. may be remanufactured, refurbished and may contain non-original manufacturer parts;

3. may be a different model, brand and color; and
4. may be made by a different manufacturer.

II. COVERED CAUSES OF LOSS.

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

- A. Direct, Sudden and Accidental Physical Damage; and
- B. Theft or Lost Equipment

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. The Deductible, as defined in this Certificate, which will not be covered for each claim You make.
- B. 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 doesn't 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**.
- C. **Direct, Sudden and Accidental Damage to Equipment, Theft or Lost Equipment, or Mechanical or Electrical Failure** of the **Equipment** taking place outside the **Territory**, on or after a date which is more than sixty (60) days after You left the **Territory** with the **Equipment**.
- D. 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, or any consequential loss (including but not limited to any economic loss or other loss of turnover, profits, business, goodwill or expected savings), except as set out elsewhere in this policy;
 - ii. **Direct, Sudden and Accidental Damage to Equipment, Theft or Lost Equipment, or Mechanical or Electrical Failure** of the **Equipment**, when repairing or replacing antennas, battery chargers or batteries where these items are the only part of the **Equipment** that have been damaged, stolen or lost;
 - iii. any **Direct, Sudden and Accidental Damage to Equipment, Theft or Lost Equipment, or Mechanical or Electrical Failure** of the **Equipment** caused by any deliberate act by You, Your employees, or any person using the **Equipment** with Your permission;
 - iv. costs or charges when replacing car kits and other accessories which can no longer be used with the **Equipment**;
 - v. any government or public authority confiscating the **Equipment**;
 - vi. returning the **Equipment** for repair, or collecting the **Equipment** once it has been repaired or costs involved with collecting replacement 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. war risks as You are not covered for any **Direct, Sudden and Accidental Damage to Equipment, Theft or Lost Equipment, or Mechanical or Electrical Failure** of the **Equipment** 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 **Direct, Sudden and Accidental Damage to Equipment, Theft or Lost Equipment, or Mechanical or Electrical Failure** of the **Equipment** 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. repairing or replacing the Equipment caused by **Mechanical and/or Electrical Failure**
- xvi. Any property or equipment that is not **Equipment**;
- xvii. Contraband or **Equipment** in the course of illegal transportation or trade;
- xviii. Any antenna or wiring attached to, protruding from, or on the exterior of any vehicle or watercraft;
- xix. **Equipment** in transit to You from a manufacturer or seller;
- xx. **Data, Nonstandard External Media, and Nonstandard Software**;
- xxi. Color face plates or other **Non-Covered Accessories**; or
- xxii. Any **Equipment** whose unique identification number (IMEI or ESN, etc.) has been altered, defaced or removed.

IV. PREMIUM PAYMENTS.

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

You will be charged premium corresponding to the equipment category of Your Equipment associated with Your enrolled **Wireless Number** as shown in the schedule below:

Total Coverage:

Equipment Category	Policy Term	Premium Per Enrolled Wireless Number
Tier 1	N/A	N/A
Tier 2	Monthly	\$4.49
Tier 3	Monthly	\$5.99
Tier 4	Monthly	\$6.99
Tier 5	Monthly	\$9.99

V. COVERAGE EFFECTIVE DATE.

Your coverage for the insurance provided by Us pursuant to this Certificate is effective at 12:01 A.M. on the effective date of coverage as stated herein.

If You submit Your request for enrollment for coverage at **Initial Activation**: Your coverage begins upon Our approval. Upon Our approval, coverage is retroactive to the date of the submission of Your request for enrollment. We 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 pay, in any one occurrence, to replace Equipment due to a Loss is the original retail price You paid for the Equipment. For any one Loss, We will not pay for a replacement having a retail value of more than the limit, less the applicable deductible set forth in Section VII.

B. Aggregate Limits

For Line-Based Coverage, a maximum of 2 replacements or repairs of Equipment will be allowed per **Wireless Number** in any one 12 month period.

The 12 month period is calculated based on the **Date of Replacement or Repair** (as applicable) for each covered Loss.

VII. DEDUCTIBLE.

A non-refundable deductible, as set forth in the schedule below, is payable at the time a replacement is approved by us for each replacement based on the equipment category of the Equipment being replaced.

<u>Equipment Tier</u>	<u>Replacement Deductible</u>	<u>Repair Deductible</u>
Tier 1	N/A	N/A
Tier 2	\$100.00	\$50.00
Tier 3	\$175.00	\$50.00
Tier 4	\$250.00	\$50.00
Tier 5	\$300.00	\$50.00

An additional non-returned equipment charge may apply (See Section IX.F) for causes other than Theft or Lost Equipment 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 Loss, We will arrange for the replacement of the Equipment or, at our sole option, offer you the opportunity to repair the Equipment, in each case through the **Authorized Service Facility**.
- B. You will not be entitled to receive cash, though We may elect to provide a voucher or gift card, at our discretion, equal to the current market value of the Equipment, as determined by Us, not to exceed the original purchase price of the Equipment, including taxes, in lieu of actual replacement or repair of the Equipment. Technological advances may result in a replacement with a lower selling price than the original Equipment.
- C. At Our option, we may provide substitute equipment that:
 - 1. Is of like kind and quality;
 - 2. Is either new or refurbished, and may contain original or non-original manufacturer parts ;and
 - 3. May be a different brand, model or color.
- D. Equipment failure evaluation performed by the **Wireless Service Provider**, 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 repair or replacement 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 Your **Wireless** 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 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 the Loss** is reported and prior to receipt of a replacement. In the event of a Loss, You may be required to provide a copy of the original bill of sale. You may also be required to present, or provide a photocopy of, a government issued photo I.D.
- F. If the cause of Loss is other than theft or lost equipment, You must keep the Equipment until Your claim is completed. If We replace the Equipment, We may require You to return it to Us at Our expense. If We so direct, You must return the Equipment to Us in the return mailer We provide within ten (10) days or pay the non-returned equipment charge applicable to the model of Equipment that suffered the Loss. **YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE EQUIPMENT AS DIRECTED.**
- G. In the event of a Loss, You must permit Us to inspect the Equipment

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.

- G. You must provide Our Authorized Representative with all of the necessary information required to approve Your claim for replacement or repair of Equipment within sixty (60) days of the date that 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.
- H. In the event of a Loss, you must satisfy the nonrefundable deductible applicable to the Loss.
- I. In the event We arrange for the repair of Your Equipment, You may be required to mail or deliver Your Equipment for repair as directed by Us.

X. ELIGIBILITY AND CANCELLATION.

- A. Cancellation or Non-renewal 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: Brightstar Agency, LLC, P.O. Box 03, Alpharetta, GA 30009.
 - 2. The Named Insured may cancel coverage under this Certificate by mailing or delivering to Us advance written notice stating when such cancellation is effective. We, or Our Authorized Representative on our behalf, will mail or deliver written notice to You advising You of the cancellation of this Certificate. The written notice may be mailed or delivered to You at least thirty (30) days prior to the cancellation, or other longer period as required by law.
 - 3. 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 upon fifteen (15) days' notice, or other longer period as required by law, for discovery of fraud or material misrepresentation 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:
 - 1. You cease to have active service with the Wireless Service Provider; or,
 - 2. You exhaust the aggregate limit of liability, if any, under the terms of this Certificate and We send notice of cancellation to you within thirty (30) calendar days after exhaustion of the limit.

However, if notice is not timely sent, enrollment shall continue notwithstanding the aggregate limit of liability until We send notice of cancellation to You.

4. 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.
 5. 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 prior to the expiration date of this Certificate.
 6. Notices may be mailed or delivered to the Named Insured at its last known mailing address. Notices may be mailed or delivered to You at Your last known mailing or electronic addresses on file with us.
 7. We or Our Authorized Representative shall maintain proof of mailing in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. We or Our Authorized Representative may comply with Sections A. 2 or 3. by providing such notice or correspondence by electronic means. If accomplished through electronic means, we or the Service Provider shall maintain proof that the notice or correspondence was sent.
 8. If coverage under this Certificate is cancelled, any refunds due will be calculated on a pro rata basis.
- B. To be and remain eligible for coverage:
1. 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.
 2. You must not have engaged in fraud or abuse with respect to this or a similar insurance program.
 3. You must not have exhausted the benefits available under this Certificate issued through the named Insured by exhausting the Aggregate Limit. (See Section VI.B).
 4. You must not be in breach of any material term of this Certificate, including, but not limited to: Failure to return damaged Equipment when requested in conjunction with a Loss; or, failure to satisfy the required deductible on a Loss.
- C. You are responsible for the payment of all premiums, per the terms of this Certificate.
- D. 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 subscriber of your **Wireless Service Provider**; or You or Your Equipment cease to be eligible for coverage.

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. All

Equipment which We replace is the property of Us 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 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. You 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:
 - 1. Prior to a Loss.
 - 2. 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
 - 3. The Insured Customer's tenant.

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:
 - 1. This coverage;
 - 2. The Equipment;
 - 3. Your interest in the Equipment; or
 - 4. A claim under this Certificate.

XII. DEFINITIONS.

- A. "Authorized Service Facility" means the location or locations that serve as a repair and/or replacement facility for the program and supply repair services or replacements for **Equipment**. Selection of the Authorized Service Facility will be at the sole discretion of Us or Our Authorized Representative.
- B. "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**.
- C. "Covered Accessories" means the standard battery and wall charger for your Equipment.
- D. "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.
- E. "Date of Loss" means the date on which a **Loss** to the **Equipment** occurs.
- F. "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 covered **Loss**.
- G. "Direct, Sudden and Accidental Damage" means a fortuitous event 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.

- H. "Equipment" means the wireless device owned or leased by you and for which the unique identification number (International Mobile Equipment Identity ("IMEI"), Electronic Serial Number ("ESN") or Mobile Equipment ID ("MEID")) is on record with us at the time of loss.
- I. "Initial Activation" means the time of initial activation of the **Wireless Service Provider's** service for the **Equipment**.
- J. "Insured Customer(s)" means the customer of the Named Insured meeting the following conditions:
 - 1. Who have been enrolled in and accepted for coverage under this Certificate.
 - 2. Who have a complete description of their **Equipment** on file with Us or Our Authorized Representative.
 - 3. Who have paid all premiums payable with respect to their **Equipment** before any claimed **Date of Loss**.
- K. "Line-Based Coverage" means a coverage plan for **Equipment** on an individual **Wireless Number**.
- L. "Loss" and "Losses" means a covered loss as provided in Section II, Covered Causes of Loss.
- M. "Lost" means the misplacement of the Equipment in an unexplained manner where the Equipment is unrecoverable.
- N. "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.
- O. "Non-Covered Accessories" means all accessories not included in the definition of Covered Accessories.
- P. "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.
- Q. "Nonstandard Software" means software, other than Standard Software.
- R. "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.
- S. "Standard Software" means the operating system pre-loaded on or included as standard with the **Equipment** from the manufacturer .
- T. "Territory" means United States and its territories.
- U. "Theft" means the unlawful taking of the **Equipment** to the deprivation of the Insured Customer.

- V. **“Waiting Period”** means the 30 day period that begins on the day you submit your request for enrollment and ends at 12:01 a.m. on the thirtieth day following the receipt of your completed request for coverage.
- W. **“Wireless Number”** or **“Wireless Numbers”** means the mobile telephone or **Data** line(s) or number(s) assigned by the **Wireless Service Provider** to you.
- X. **“Wireless Service Provider”** means the entity who is providing the wireless telephone or communications services.

XIII. STATE CHANGES.

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

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.

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:

Name: Brightstar Agency, LLC
Address: P.O. Box 03
Alpharetta, GA 30009
Phone: (855) 687-5850