

**New Hampshire Insurance Company**

Administrative Office: 175 Water St

New York, NY 10038

(212) 770-7000

**CERTIFICATE  
DECLARATIONS**

This Certificate is attached to and made a part of a Master Policy # **11050987**. The Named Insured shown below has coverage under this Master Policy.

**Item 1. NAMED INSURED:**

Purchasers on file with the Communications Equipment Retailer shown in **Item 4**

Named Insured mailing address: On file with Communications Equipment Retailer

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

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

**Item 3. Coverage Period**

Subject to Item 2. above, coverage under this Certificate is provided on a month prepaid basis.

**Item 3. Premium** for Coverage Provided under this Certificate: **\$2.99, \$4.99, \$7.99**

**Item 4. Communications Equipment Retailer**

Name : **Cellular Sales of Knoxville, Inc.**  
Address: **6513 Kingston Pike, Suite 106  
Knoxville, TN 37919**

**Item 5. Authorized Representative:**

Name: **eSecuritel Agency, LLC**  
Address: **PO Box 03  
Alpharetta, GA 30009**  
Phone: **(855) 309-8345**

**Item 5. Limits of Insurance**

Aggregate Limit of Insurance **\$2,000.00** Named Insured or **two (2)** occurrences within **twelve (12) month** period of time, whichever comes first

Occurrence Limit of Insurance **\$1,000.00** per Occurrence for each Named Insured

**Item 6. Deductible**

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

<b>Non – discounted, Non – subsidized, Retail Price Range</b>	<b>Deductible</b>
<b>\$0.00 - \$199.99</b>	<b>\$50.00</b>
<b>\$200.00 - \$399.99</b>	<b>\$99.00</b>
<b>\$400.00 - \$549.99</b>	<b>\$129.00</b>
<b>\$550.00 - \$699.99</b>	<b>\$169.00</b>
<b>\$700.00 - \$1,000.00</b>	<b>\$199.00</b>

**Item 7. Accessories**

- A. Accessories Included
  - 1. **Battery** described in manufacturer specifications included with covered wireless device
  - 2. **Standard Wall Charger**
- B. Maximum retail value of Accessories  
**\$ 500.00**

**Item 8. Replacement Device**

Maximum full retail value of replacement to be charged  
**\$ 1,000.00**

**Item 9.** This Certificate consists of the following forms:

- 1. Certificate Declarations Form 108116 (09/11)
- 2. Certificate Conditions Form 108115 (09/11)
- 3. Communications Equipment Coverage Form 101124 (09/11)
- 4. Coverage Effective Date Endorsement Form 101127 (03 09)
- 5. Amendatory Endorsements

Specimen copies of the Forms referenced above are attached to this Certificate, or if not attached, are available at the following website, or may be obtained by calling this toll free number,

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

This coverage is being provided by New Hampshire Insurance Company.

  
\_\_\_\_\_  
PRESIDENT

  
\_\_\_\_\_  
SECRETARY

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

# COMMUNICATIONS EQUIPMENT CERTIFICATE CONDITIONS

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

## A. CANCELLATION AND MATERIAL CHANGES

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

## B. DUTIES IN THE EVENT OF LOSS

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

1. In the event that your Covered Property is lost or stolen, notify the Communications Equipment Service Provider as soon as possible to suspend service.
2. If a claim involves a violation of law or any loss of possession, promptly notify the law enforcement agency with jurisdiction and obtain confirmation of this notification.
3. Report the loss or damage promptly to us not later than sixty (60) days from the date of loss or damage. If the loss or damage is not reported within sixty (60) days, your claim will be forfeited. All claims must be submitted through our Authorized Representative shown in the Declarations (hereinafter our "Authorized Representative") for our approval prior to the delivery of replacement equipment. Any claims that are not submitted through our Authorized Representative for our approval will not be honored and fulfilled.

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

### **C. LOSS SETTLEMENT**

1. In the event of loss or damage to Covered Property, we will arrange for the replacement of the lost, stolen or damaged Covered Property through the "Authorized Service Facility" or Communications Equipment Retailer. You will not be entitled to receive cash in lieu of actual replacement equipment. In no event will you be reimbursed for any out-of-pocket expenses.
2. Replacement equipment may be refurbished equipment or equipment of like kind and quality subject to the following:
  - a. If your original make and model of equipment is no longer carried by your Communications Equipment Service Provider and is not available from its approved inventory in the "Authorized Service Facility" at the time of approval of your replacement request, you will receive comparable equipment.
  - b. Equipment failure evaluations performed by the Communications Equipment Service

Provider and/or our Authorized Representative and/or the manufacturer may be required prior to approval of your request for replacement of the Covered Property.

3. All claims for covered loss or damage under this Coverage Part will be made good within thirty (30) days after presentation and acceptance of satisfactory proof of interest and loss or damage to our Authorized Representative and satisfaction by you of your Duties in the Event of a Loss. No claim shall be honored or made good if you have collected for the direct physical loss or damage from others. We will ship approved replacement equipment directly to you within the United States or you may be required to pick up your replacement at an "Authorized Service Facility". You must be available to take delivery of the replacement equipment or pay the added cost of replacement equipment re-delivery.
4. Any recovery or salvage on a loss will accrue, entirely to our benefit, until the cost of the claim incurred by us has been made up. You must return to us any damaged and malfunctioning equipment as well as any recovered lost or stolen equipment.
5. If any Accessories are shown on the Declarations page, we will cover the cost associated with the repair or replacement of such Accessories up to a maximum retail value of Accessories shown in the Declarations. Any amount in excess of that maximum will be funded by you.

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

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

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

- a. Prior to a loss to your Covered Property.
- b. After a covered loss to your Covered Property only if, at time of loss that party is one of the following:
  - (1) someone covered under this Coverage Part;
  - (2) a business firm:
    - (a) Owned or controlled by you;
    - (b) That owns or controls you; or
    - (c) Your tenant.

This will not restrict your insurance.

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

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

- a. This coverage;
- b. The Covered Property;
- c. Your interest in the Covered Property; or
- d. A claim under this Coverage Part.

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

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

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

- a. There has been full compliance with all terms of this Coverage Part; and
- b. The action is brought within two (2) years after you first have knowledge of the loss or damage.

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

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

### **5. Coverage Territory**

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

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

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

### **7. Applicable Law**

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

### **8. Changes**

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

### **10. Premiums**

The Named Insured shown on the Declarations:

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums we pay.

The premium shown in the Declarations will be payable in advance and will be charged to the Named Insured's regular account with the Communications Equipment Retailer for transmittal to us.

The Named Insured has 15 days after receiving the Certificate to determine if they want to keep the coverage without any premium being earned.

## **11. Appraisal**

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

- a.** Pay its chosen appraiser; and
- b.** Bear the other expenses of the appraisal and umpire equally.

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

# COMMUNICATIONS EQUIPMENT COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout the policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotations have special meaning. Refer to Section **E. DEFINITIONS**.

## **A. Coverage**

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

1. Covered Property, as used in this Coverage Form, means the wireless device owned 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, and any Accessories shown in the Declarations, but only if such Accessories are lost or damaged with such wireless device

### **2. Property Not Covered**

- a. Contraband or property in the course of illegal transportation or trade.
- b. Any antenna or wiring that is attached to, or protrudes from, or is on the exterior of any vehicle or watercraft.
- c. Property in transit to you from a manufacturer or seller that is not the "Authorized Service Facility".
- d. Color face plates, personalized data, or customized or downloaded software, such as personal information managers (PIM's), ring tones, games, or screen savers.
- e. Removable data storage devices.

### **3. Covered Causes of Loss**

Covered Causes of Loss means risks of direct physical loss or damage to Covered Property except loss or damage recoverable under the manufacturer's warranty and those causes of loss listed in the Exclusions.

## **B. Exclusions**

1. We will not cover loss or damage caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

### **a. Governmental Action,**

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

### **b. Nuclear Hazard**

(1) Any weapon employing atomic fission or fusion; or



- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this Coverage Form.

**c. War And Military Action**

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

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

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

- a. Delay, loss of use, loss of market or any other consequential loss, interruption of business or inconvenience; an increase of loss or damage caused by or resulting from the delay in replacing Covered Property due to interference at the location of replacement by strikers, other persons or any other Cause of Loss.
- b. Rodents, insects, vermin, or other wild animals.
- c. "Intentional parting" with any property by you or anyone entrusted with the property whether or not induced to do so by any fraudulent scheme, trick, device or false pretense.
- d. Obsolescence, including technological obsolescence of the Covered Property.
- e. Dishonest or criminal act committed by:
  - (1) You, or any of your authorized representatives;
  - (2) Anyone else with an interest in the property or their authorized representatives; or
  - (3) Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons.

- f. Change or enhancement in color, texture, finish, expansion, contraction, or any cosmetic damage of Covered Property however caused, including, but not limited to, scratches, marring, and cracked displays that occur to Covered Property that does not affect the mechanical or electrical function of the Covered Property.
- g. Faulty repair, adjusting, installation, servicing, or maintenance unless fire or explosion ensues and then only for loss or damage by ensuing fire or explosion.
- h. The presence, discharge, dispersal, seepage, migration, release or escape of "Pollutants."
- i. Unauthorized repair or replacement.
- j. Preventative maintenance or preferential adjustments.
- k. Use of the Covered Property in a manner for which it was not designed or intended by the manufacturer, or failure to follow the manufacturer's installation, operation or maintenance instructions. Any damage that is the result of abuse or of any intentional act.
- l. Error or omission in design, programming, system configuration, faulty construction, or any original defect in any Covered Property or recall by the manufacturer.
- m. Loss or damage to batteries (unless batteries are listed as an Accessory on the Declarations page), personalized data, or customized software, such as personal information managers (PIM's), ring tones, games, or screen savers; or loss or damage to antennas, external

housings or casings that does not affect the mechanical or electrical function of the Covered Property.

- n. Normal wear and tear, gradual deterioration, inherent vice or latent defect.
- o. Malfunction including "Mechanical and/or Electrical Failure".
- p. "Computer Virus," whether intentional or unintentional, and whether such loss be direct or indirect, proximate or remote or be in whole or in part caused by, contributed to or aggravated by the Covered Causes of Loss insured against under this Coverage Form.

**C. Limits of Insurance**

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

**D. Deductible**

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

**E. Definitions**

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

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

  
\_\_\_\_\_  
PRESIDENT

  
\_\_\_\_\_  
SECRETARY

This Policy shall not be valid unless signed at the time of issuance by our authorized representative, either below or on the Declarations page of the policy.

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

## ENDORSEMENT

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement, effective 12:01 a.m. forms a part of Policy No. **11050987**

issued to Cellular Sales of Knoxville, Inc. by New Hampshire Insurance Company.

### COVERAGE EFFECTIVE DATE ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### CERTIFICATE DECLARATIONS

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

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

<b>A. Time Request Submitted for Enrollment</b>	<b>B. Day Coverage Effective</b>
Request for enrollment of coverage for new Covered Property submitted at time of purchase of Covered Property from Communications Equipment Service Provider	Coverage effective immediately following the submission of request for enrollment
Request for enrollment of coverage for used or refurbished Covered Property submitted at time of activation of Covered Property with Communications Equipment Service Provider	Coverage effective at 12:01 am on the last day of the Waiting Period for used or refurbished Covered Property shown in Paragraph B., below, following submission of request for enrollment, unless notified that request not approved

**B. Waiting Period**

Used or refurbished Covered Property **30** days

All other terms and conditions of the policy remain the same.

## ENDORSEMENT

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. forms a part of Policy No. **11050987** issued to Cellular Sale of Knoxville, Inc. by New Hampshire Insurance Company.

## ALABAMA CHANGES

This endorsement modifies insurance provided under the following:

### COMMUNICATIONS EQUIPMENT COVERAGE FORM COMMUNICATIONS EQUIPMENT CERTIFICATE CONDITIONS

1. The COMMUNICATIONS EQUIPMENT COVERAGE FORM is modified as follows:  
Section **B. Exclusions** is amended to include the following:
  1. We will not pay for loss or damage arising out of any act committed:
    - a. By or at the direction of any insured; and
    - b. With the intent to cause a loss.
  2. However, this exclusion will not apply to deny coverage to an innocent coinsured when the loss or damage is otherwise covered under this policy and is proximately related to and in furtherance of an abusive act by an insured who is a family or household member. Such coverage will be provided only if the innocent coinsured:
    - a. Provides evidence of the abuse to us, to demonstrate that the loss is abuse-related; and
    - b. For the act causing the loss, either:
      - (1) Files a complaint under the Protection From Abuse Act against the abuser, and does not voluntarily dismiss the complaint; or
      - (2) Seeks a warrant for the abuser's arrest and cooperates in the prosecution of the abuser.
  3. If we pay a claim pursuant to Paragraph 2., above, our payment to the innocent coinsured is limited to that insured's legal interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.
2. The COMMUNICATIONS EQUIPMENT CERTIFICATE CONDITIONS is modified as follows:
  - A. Paragraph 1. **Transfer of Rights of Recovery Against Others to Us** of Section **D. ADDITIONAL CONDITIONS** is amended to include the following:

If we pay an innocent coinsured for loss arising out of an act of abuse by another insured, the rights of the innocent coinsured to recover damages from the abuser are transferred to us to the extent of our payment. Following the loss, the innocent coinsured may not waive such rights to recover against the abuser.

**B.** Paragraph **3. Legal Action Against Us** of Section **D. GENERAL CONDITIONS** is deleted in its entirety and replaced with the following:

**3. Legal Action Against Us**

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

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within the time limitations prescribed by Alabama law.

All other terms and conditions of the policy remain the same.

## ENDORSEMENT

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. forms a part of Policy No. **11050987** issued to Cellular Sale of Knoxville, Inc. by New Hampshire Insurance Company.

## CONNECTICUT CHANGES

This endorsement modifies insurance provided under the following:

### COMMUNICATIONS EQUIPMENT CERTIFICATE CONDITIONS

- A.** Section **A. CANCELLATION AND MATERIAL CHANGES** is deleted in its entirety and replaced with the following:
1. You may cancel your coverage under this Coverage Part by mailing or delivering to us advance written notice stating when such cancellation is effective. You may send your written notice through the Communications Equipment Service Provider shown in the Declarations (hereinafter the "Communications Equipment Service Provider")
  2. Cancellation of policies in effect for less than 60 days.  
If this policy has been in effect for less than 60 days and is not a renewal of a policy we issued, we may cancel this policy for any reason by giving you written notice of cancellation at least:
    - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
    - b. 30 days before the effective date of cancellation if we cancel for any other reason.
  3. Cancellation of policies in effect for 60 days or more.
    - a. If this policy has been in effect for 60 days or more or this is a renewal of a policy we issued, we may cancel this policy by giving you written notice of cancellation at least:
      - (1) 10 days before the effective date of cancellation if we cancel for one or more of the following reasons:
        - (a) Nonpayment of premium;
        - (b) Conviction of a crime arising out of acts increasing the hazard insured against;
        - (c) Discovery of fraud or material misrepresentation by you in obtaining the policy or in perfecting any claim thereunder;
        - (d) Discovery of any willful or reckless act or omission by you increasing the hazard insured against; or
        - (e) A determination by the Commissioner that continuation of the policy would violate or place us in violation of the law; or
      - (2) 60 days before the effective date of cancellation if we cancel for one or more of the following reasons:
        - (a) Physical changes in the property which increase the hazard insured against;
        - (b) A material increase in the hazard insured against; or



## ENDORSEMENT

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. forms a part of Policy No. **11050987** issued to Cellular Sale of Knoxville, Inc. by New Hampshire Insurance Company.

## FLORIDA CHANGES

This endorsement modifies insurance provided under the following:

### COMMUNICATIONS EQUIPMENT CERTIFICATE CONDITIONS

A. Paragraph 2. of Section A. **CANCELLATION AND MATERIAL CHANGES** is deleted in its entirety and replaced with the following:

**2. Cancellation For Policies In Effect 90 Days Or Less**

a. If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
  - (a) A material misstatement or misrepresentation; or
  - (b) A failure to comply with underwriting requirements established by the insurer.

b. We may not cancel:

- (1) On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or
- (2) On the basis of filing of claims for partial loss caused by sinkhole damage or clay shrinkage, regardless of whether this policy has been the subject of a sinkhole or clay shrinkage claim, or on the basis of the risk associated with the occurrence of such a claim. However, we may cancel this policy if the total of such property insurance claim payments for this policy exceeds the current policy limits of coverage for property damage.
- (3) Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

B. Paragraph 5. of Section A. **CANCELLATION AND MATERIAL CHANGES** is deleted in its entirety and replaced with the following:

5. If this policy is cancelled, we will send you any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

The cancellation will be effective even if we have not made or offered a refund.”



C. Paragraph 9. of Section A. **CANCELLATION AND MATERIAL CHANGES** is added as follows:

**9. Cancellation For Policies In Effect For More Than 90 Days**

a. If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) The policy was obtained by a material misstatement;
- (3) There has been a failure to comply with underwriting requirements established by us within 90 days of the effective date of coverage;
- (4) There has been a substantial change in the risk covered by the policy;
- (5) The cancellation is for all insureds under such policies for a given class of insureds;
- (6) On the basis of property insurance claims that are the result of an act of God, if we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
- (7) On the basis of filing of claims for partial loss caused by sinkhole damage or clay shrinkage, or on the basis of the risk associated with the occurrence of such a claim, if:
  - (a) The total of such property insurance claim payments for this policy exceeds the current policy limits of coverage for property damage; or
  - (b) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based; or
- (8) On the basis of a single property insurance claim which is the result of water damage, if we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

b. If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if cancellation is for nonpayment of premium; or
- (2) 45 days before the effective date of cancellation if:
  - (a) Cancellation is for one or more of the reasons stated in Paragraphs 9.a.(2) through 9.a.(8) above; and
  - (b) This policy does not cover a residential structure or its contents.

D. Paragraph 4. of Section C. **Loss Settlement** is deleted in its entirety and replaced with the following:

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

- E. Subparagraph **b.** of Paragraph **3. Legal Action Against Us** in Section **D. ADDITIONAL CONDITIONS** is deleted and replaced with the following:
  - b. The action against us involving direct physical loss or damage to property is brought within 5 years from the date the loss occurs.

All other terms and conditions of the policy remain the same.

## ENDORSEMENT

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. forms a part of Policy No. **11050987** issued to Cellular Sale of Knoxville, Inc. by New Hampshire Insurance Company.

## GEORGIA CHANGES

This endorsement modifies insurance provided under the following:

### COMMUNICATIONS EQUIPMENT COVERAGE FORM COMMUNICATIONS EQUIPMENT CERTIFICATE CONDITIONS

1. The COMMUNICATIONS EQUIPMENT COVERAGE FORM is modified as follows:  
Section **B. Exclusions** is amended to include the following:
  1. We will not pay for loss or damage arising out of any act committed:
    - a. By or at your direction; and
    - b. With the intent to cause a loss.
  2. However, this exclusion will not apply to deny coverage to an innocent co-insured, provided the loss:
    - a. Is otherwise covered under this Coverage Part; and
    - b. Arose out of an act of family violence by an insured, against whom a family violence complaint is brought for such act.
  3. If we pay a claim pursuant to Paragraph 2., our payment to an insured is limited to that insured's legal interest in the property less any payments we first made to a mortgageholder or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.
2. The COMMUNICATIONS EQUIPMENT CERTIFICATE CONDITIONS is modified as follows:
  - A. Paragraph 1. of Section **A. CANCELLATION AND MATERIAL CHANGES** is deleted in its entirety and replaced with the following:
    1. You may cancel your coverage under this Coverage Part by mailing or delivering to us advance written notice of cancellation stating a future date on which the policy is to be cancelled, subject to the following. You may send your written notice through the Communications Equipment Service Provider shown in the Declarations (hereinafter the "Communications Equipment Service Provider"):
      - a. If only your interest is affected, the effective date of cancellation will be either the date we receive notice from you or the date specified in the notice, whichever is later. However, upon receiving a written notice of cancellation from you, we may waive the requirement that the notice state the future date of cancellation, by confirming the date and time of cancellation in writing to you.
      - b. If by statute, regulation or contract this policy may not be cancelled unless notice is given to a governmental agency, mortgagee or other third party, we will mail or deliver at least 10 days notice to you and the third party as soon as practicable after receiving your request for cancellation.

Our notice will state the effective date of cancellation, which will be the later of the following:

- (1) 10 days from the date of mailing or delivering our notice, or
- (2) The effective date of cancellation stated in your notice to us.

**B.** Paragraph 2. is of Section **A. CANCELLATION AND MATERIAL CHANGES** is deleted in its entirety and replaced with the following:

2. If we decide to:

1. Cancel this policy; or
2. Increase current policy premium by more than 15% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit of auditable coverages); or
3. Change any policy provision which would limit or restrict coverage;

Then:

We will mail or deliver notice of our action (including the dollar amount of any increase in renewal premium of more than 15%) to you We will mail or deliver notice at least:

1. 10 days before the effective date of cancellation if this policy has been in effect less than 60 days or if we cancel for nonpayment of premium; or
2. 45 days before the effective date of cancellation if this policy has been in effect 60 or more days and we cancel for a reason other than nonpayment of premium; or
3. 45 days before the expiration date of this policy if we decide to, increase the premium or limit or restrict coverage.

**C.** Paragraph 5. of Section **A. CANCELLATION AND MATERIAL CHANGES** is deleted and replaced with the following:

**5. Premium Refund**

- a. If this policy is cancelled, we will send you any premium refund due.
- b. If we cancel, the refund will be pro rata, except as provided in c. below.
- c. If the cancellation results from your failure to pay, when due, any premium to us or any amount, when due, under a premium finance agreement, then the refund may be less than pro rata. Calculation of the return premium at less than pro rata represents a penalty charged on unearned premium.
- d. If you cancel, the refund may be less than pro rata.
- e. The cancellation will be effective even if we have not made or offered a refund.

All other terms and conditions of the policy remain the same.

## ENDORSEMENT

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. forms a part of Policy No. **11050987** issued to Cellular Sale of Knoxville, Inc. by New Hampshire Insurance Company.

## INDIANA CHANGES

This endorsement modifies insurance provided under the following:

### COMMUNICATIONS EQUIPMENT CERTIFICATE CONDITIONS

- A. Paragraph 2. of Section A. **CANCELLATION AND MATERIAL CHANGES** is deleted and replaced with the following:

#### 2. Cancellation Of Policies In Effect

##### a. 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3) 30 days before the effective date of cancellation if we cancel for any other reason.

##### b. More Than 90 Days

If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3) 45 days before the effective date of cancellation if:
  - (a) There has been a substantial change in the scale of risk covered by this policy;
  - (b) Reinsurance of the risk associated with this policy has been cancelled; or
  - (c) You have failed to comply with reasonable safety recommendations.

- B. Paragraph 1. of Section D. **ADDITIONAL CONDITIONS** is deleted in its entirety and replaced with the following:

#### 1. Transfer of Rights of Recovery Against Others to Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. Our right to recover damages from another may be enforced even if the person or organization to or for whom we make payment has not been fully compensated for damages.

The person or organization to or for whom we make payment must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

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1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
  - a. Someone insured by this insurance; or
  - b. A business firm:
    - (1) Owned or controlled by you; or
    - (2) That owns or controls you.

This will not restrict your insurance.

- C. Paragraph 2. of Section D. **ADDITIONAL CONDITIONS** is deleted in its entirety and replaced with the following:

**2. Concealment, Misrepresentation or Fraud**

We will not pay for any loss or damage in any case of:

1. Concealment or misrepresentation of a material fact or
2. Fraud

committed by an insured at any time and relating to a claim under this policy.

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

All other terms and conditions of the policy remain the same.

## ENDORSEMENT

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. forms a part of Policy No. **11050987** issued to Cellular Sale of Knoxville, Inc. by New Hampshire Insurance Company.

## KENTUCKY CHANGES

This endorsement modifies insurance provided under the following:

### COMMUNICATIONS EQUIPMENT COVERAGE FORM COMMUNICATIONS EQUIPMENT CERTIFICATE CONDITIONS

1. The COMMUNICATIONS EQUIPMENT COVERAGE FORM is modified as follows:  
Section **B. Exclusions** is amended to include the following:
  1. We will not pay for loss or damage arising out of any act committed:
    - a. By or at your direction; and
    - b. With the intent to cause a loss.
  2. However, this exclusion will not apply to deny coverage to an innocent co-insured who did not cooperate in or contribute to the creation of the loss, provided the loss is otherwise covered under this Coverage Part and:
    - a. The loss arose out of a pattern of domestic violence and abuse; and
    - b. The perpetrator of the loss is criminally prosecuted for the act causing the loss.
2. The COMMUNICATIONS EQUIPMENT CERTIFICATE CONDITIONS is modified as follows:
  - A. Paragraph **2.** of Section **A. CANCELLATION AND MATERIAL CHANGES** is deleted and replaced with the following:
    2. **Cancellation Of Policies In Effect For 60 Days Or Less**  
If this policy has been in effect for 60 days or less, we may cancel this policy by mailing or delivering to the you written notice of cancellation, stating the reason for cancellation, at least 14 days before the effective date of cancellation.
  - B. Paragraph **9.** is added to Section **A. CANCELLATION** as follows:
    9. **Cancellation Of Policies In Effect For More Than 60 Days**
      - a. If this policy has been in effect for more than 60 days or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:
        - (1) Nonpayment of premium;
        - (2) Discovery of fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
        - (3) Discovery of willful or reckless acts or omissions on your part which increase any hazard insured against;
        - (4) The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;

- (5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;
  - (6) We are unable to reinsure the risk covered by the policy; or
  - (7) A determination by the commissioner that the continuation of the policy would place us in violation of the Kentucky insurance code or regulations of the commissioner.
- b. If we cancel this policy based on Paragraph **7.a.** above, we will mail or deliver a written notice of cancellation to the first Named Insured, stating the reason for cancellation, at least:
- (1) 14 days before the effective date of the cancellation, if cancellation is for nonpayment of premium; or
  - (2) 75 days before the effective date of the cancellation, if cancellation is for any reason stated in **9.a.(2)** through **9.a.(7)** above.
- C. Paragraph **1. Transfer of Rights of Recovery** of Section **D. ADDITIONAL CONDITIONS** is amended to include the following:
- If we pay an innocent co-insured for a loss described in the innocent co-insured exclusion in Part 1 of this endorsement, the rights of the innocent co-insured to recover damages from the perpetrator are transferred to us to the extent of our payment. Following the loss, the innocent co-insured may not waive such rights to recover against the perpetrator of the domestic violence.

All other terms and conditions of the policy remain the same.



## ENDORSEMENT

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. forms a part of Policy No. **11050987** issued to Cellular Sale of Knoxville, Inc. by New Hampshire Insurance Company.

## MARYLAND CHANGES

This endorsement modifies insurance provided under the following:

### COMMUNICATIONS EQUIPMENT CERTIFICATE CONDITIONS

- A.** Paragraph **2.** of Section **A. CANCELLATION AND MATERIAL CHANGES** is deleted in its entirety and replaced with the following:
- 2.** We may cancel this policy by mailing to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least:
    - a.** 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
    - b.** 15 days before the effective date of cancellation if we cancel because the risk does not meet our underwriting standards, if this policy:
      - (1)** Is not a renewal of a policy we issued; and
      - (2)** Has been in effect for 45 days or less.
    - c.** 45 days before the effective date of cancellation if we cancel for any reason other than nonpayment of premium, if this policy:
      - (1)** Is a renewal of a policy we issued; or
      - (2)** Has been in effect for more than 45 days.

If we cancel pursuant to Paragraph **c.**, you may request additional information on the reason for cancellation within 30 days from the date of our notice.
- B.** Paragraph **5.** of Section **A. CANCELLATION AND MATERIAL CHANGES** is deleted in its entirety and replaced with the following:
- 5.** If this policy is cancelled, we will send you any premium refund due.

If we cancel, the refund will be pro rata. If you cancel, the refund will be calculated as follows:

We will refund 90% of the pro rata unearned premium.

We will retain the minimum premium, except if the policy is cancelled as of the inception date.

The cancellation will be effective even if we have not made or offered a refund.
- C.** Paragraph **6.** of Section **A. CANCELLATION AND MATERIAL CHANGES** is deleted in its entirety and replaced with the following:
- 6.** We will send notice of cancellation to you by certificate of mail if:
    - a.** We cancel for nonpayment of premium; or
    - b.** This policy is not a renewal of a policy we issued and has been in effect for 45 days or less.

We will send notice to you by certificate of mail or by commercial mail delivery service if we cancel for a reason other than nonpayment of premium and this policy:

- a. Is a renewal of a policy we issued; or
- b. Has been in effect for more than 45 days.

We will maintain proof of mailing in a form authorized or accepted by the United States Postal Service or by other commercial mail delivery service when such service is used. Proof of mailing will be sufficient proof of notice.

- D. Paragraph **3. Legal Action Against Us** of Section **D. ADDITIONAL CONDITIONS** is deleted in its entirety and replaced with the following:

**3. Legal Action Against Us**

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

- a. There has been full compliance with all terms of this Coverage Part; and
- b. The action is brought within three (3) years from the date it accrues.

All other terms and conditions of the policy remain the same.

## ENDORSEMENT

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement, effective 12:01 a.m. forms a part of Policy No. **11050987** issued to Cellular Sale of Knoxville, Inc. by New Hampshire Insurance Company.

### MISSISSIPPI CHANGES

This endorsement modifies insurance provided under the following:

#### COMMUNICATIONS EQUIPMENT CERTIFICATE CONDITIONS

**B.** Paragraph **3.** of Section **D. ADDITIONAL CONDITIONS** is deleted in its entirety and replaced with the following:

**3. LEGAL ACTION AGAINST US**

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

- 1.** There has been full compliance with all the terms of this Coverage Part; and
- 2.** The action is brought within 3 years after you first have knowledge of the direct loss or damage.

All other terms and conditions of the policy remain the same.

## ENDORSEMENT

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. forms a part of Policy No. **11050987** issued to Cellular Sale of Knoxville, Inc. by New Hampshire Insurance Company.

## MISSOURI CHANGES

This endorsement modifies insurance provided under the following:

### COMMUNICATIONS EQUIPMENT COVERAGE FORM COMMUNICATIONS EQUIPMENT CERTIFICATE CONDITIONS

1. The COMMUNICATIONS EQUIPMENT COVERAGE FORM is modified as follows:  
**Section B. Exclusions** is amended to include the following:
  1. We will not pay for loss or damage arising out of any act committed:
    - a. By or at the direction of any insured; and
    - b. With the intent to cause a loss.
  2. However, this exclusion will not apply to deny coverage to an innocent co-insured who did not cooperate in or contribute to the creation of the loss, provided the loss is otherwise covered under this policy and the loss arose out of domestic violence. Such coverage will be provided only if the innocent co-insured files a police report and completes a sworn affidavit indicating both:
    - a. The cause of the loss; and
    - b. A pledge to cooperate in any criminal prosecution of the person committing the act causing the loss.
  3. If we pay a claim pursuant to Paragraph 2., our payment to the innocent co-insured will be limited to that insured's ownership interest in the property as reduced by any payment to a mortgagee or other secured interest; however, we shall not be required to make any subsequent payment for any loss for which the innocent co-insured has received payment. In no event will we pay more than the Limit of Insurance.
2. The COMMUNICATIONS EQUIPMENT CERTIFICATE CONDITIONS is modified as follows:
  - A. Paragraph 4. of Section C. **Loss Settlement** is deleted in its entirety and replaced with the following:
    4. In the event of loss or damage covered under this Coverage Part, we will give you notice, within 15 working days after we receive a properly executed proof of interest and loss or damage to our Authorized Representative and satisfaction by you of your duties in the event of loss, that we:
      - a. Accept your claim;
      - b. Deny your claim; or
      - c. Need more time to determine whether your claim should be accepted or denied.If we deny your claim, such notice will be in writing, and will state any policy provision, condition or exclusion used as a basis for the denial.  
If we need more time to determine whether your claim should be accepted or denied, the written notice will state the reasons(s) why more time is needed.

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If we have not completed our investigation, we will notify you again in writing, within 45 days after the date the initial notice is sent as provided in Paragraph **c.** above, and thereafter every 45 days. The written notice shall state why more time is needed to investigate your claim.

No claim shall be honored or made good if you have collected for the direct physical loss or damage from others. We will ship approved replacement equipment directly to you within the United States or you may be required to pick up your replacement at an "Authorized Service Facility".

**B. The following is added to paragraph 1. Transfer of Rights of Recovery Against Others To Us of Section D. ADDITIONAL CONDITIONS:**

If we pay an innocent co-insured for loss arising out of an act of domestic violence by another insured, the rights of the innocent co-insured to recover damages from the abuser are transferred to us to the extent of our payment. Following the loss, the innocent co-insured may not waive such rights to recover against the abuser.

**C. Paragraph 3. Legal Action Against Us of Section D. ADDITIONAL CONDITIONS is deleted in its entirety and replaced by the following:**

**3. Legal Action Against Us**

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

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 10 years after you first have knowledge of the direct loss or damage.

**D. Paragraph 10. Appraisal of Section D. ADDITIONAL CONDITIONS is deleted in its entirety and replaced by the following:**

**10. Appraisal**

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser and notify the other of the appraiser selected within 20 days of the written demand for appraisal. The two appraisers will select an umpire. If they cannot agree upon an umpire within 15 days, we or you may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. The umpire shall make an award within 30 days after the umpire receives the appraisers' submissions of their differences. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

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

All other terms and conditions of the policy remain the same.

## ENDORSEMENT

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. forms a part of Policy No. **11050987** issued to Cellular Sale of Knoxville, Inc. by New Hampshire Insurance Company.

### NEW HAMPSHIRE CHANGES

This endorsement modifies insurance provided under the following:

#### COMMUNICATIONS EQUIPMENT CERTIFICATE CONDITIONS

- A.** Paragraphs **2.** and **3.** of Section **A. CANCELLATION AND MATERIAL CHANGES** are deleted and replaced with the following:
- 2. a.** We may cancel this policy by mailing or physically delivering to you written notice of cancellation, stating the reasons for cancellation, at least:
    - (1)** 10 days before the effective date of cancellation if we cancel for:
      - (a)** Nonpayment of premium; or
      - (b)** Substantial increase in hazard;
    - (2)** 60 days before the effective date of cancellation if we cancel for any other reason.
  - b.** If this policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:
    - (1)** Nonpayment of premium;
    - (2)** Fraud or material misrepresentation affecting the policy or in the presentation of a claim thereunder, or violation of any of the terms or conditions of the policy; or
    - (3)** Substantial increase in hazard; provided that cancellation for this reason shall be effective only after prior approval of the Commissioner.
- 3.** We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:
- a.** Certified mail or certificate of mailing if cancellation is for nonpayment of premium; or
  - b.** Certified mail if cancellation is for any other reason.
- Proof that the notice was mailed in accordance with Paragraph **3.a.** or **3.b.** will be sufficient proof of notice.

Paragraph **4.** of Section **C. LOSS SETTLEMENT** is deleted in its entirety and replaced with the following :

- 4.** All claims for covered loss or damage under this Coverage Part will be made good within five (5) days after presentation and acceptance of satisfactory proof of interest and loss or damage to our Authorized Representative and satisfaction by you of your Duties in the Event of a Loss or an appraisal award has been made. No claim shall be honored or made good if you have collected for the direct physical loss or damage from others. We will ship approved replacement equipment directly to you within the

United States or you may be required to pick up your replacement at an "Authorized Service Facility".

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

We do not provide coverage to you if, at any time you:

1. Intentionally concealed or misrepresented a material fact;
2. Engaged in fraudulent conduct; or
3. Made a false statement;

relating to this insurance.

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

All other terms and conditions of the policy remain the same.

## ENDORSEMENT

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. forms a part of Policy No. **11050987** issued to Cellular Sale of Knoxville, Inc. by New Hampshire Insurance Company.

## NEW YORK CHANGES

This endorsement modifies insurance provided under the following:

### COMMUNICATIONS EQUIPMENT CONDITIONS

- A.** Paragraphs **2.**, **3.** and **5.** of Section **A. CANCELLATION AND MATERIAL CHANGES** are deleted and replaced with the following:

**2. Cancellation Of Policies In Effect**

**a. 60 Days Or Less**

We may cancel this policy by mailing or delivering to you written notice of cancellation at least:

- (1)** 30 days before the effective date of cancellation if we cancel for any reason not included in Subparagraph **2.a.(2)** below.
- (2)** 15 days before the effective date of cancellation if we cancel for any of the following reasons:
  - (a)** Nonpayment of premium, provided however, that a notice of cancellation on this ground shall inform you of the amount due;
  - (b)** Conviction of a crime arising out of acts increasing the hazard insured against;
  - (c)** Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim;
  - (d)** After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and that occurred subsequent to inception of the current policy period;
  - (e)** Material physical change in the property insured, occurring after issuance or last annual renewal anniversary date of the policy, that results in the property becoming uninsurable in accordance with our objective, uniformly applied underwriting standards in effect at the time the policy was issued or last renewed; or material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the policy, that causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;
  - (f)** Required pursuant to a determination by the Superintendent that continuation of our present premium volume would jeopardize our solvency or be hazardous to the interest of our policyholders, our creditors or the public;
  - (g)** A determination by the Superintendent that the continuation of the policy would violate, or would place us in violation of, any provision of the Insurance Code; or



(h) Where we have reason to believe, in good faith and with sufficient cause, that there is a probable risk of danger that you will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. If we cancel for this reason, you may make a written request to the Insurance Department, within 10 days of receipt of this notice, to review our cancellation decision. Also, we will simultaneously send a copy of this cancellation notice to the Insurance Department.

**b. For More Than 60 Days**

If this policy has been in effect for more than 60 days, or if this policy is a renewal or continuation of a policy we issued, we may cancel only for any of the reasons listed in Subparagraph **2.a.(2)** above, provided:

(1) We mail you written notice at least 15 days before the effective date of cancellation; and

(2) If we cancel for nonpayment of premium, our notice of cancellation informs you of the amount due.

3. We will mail or deliver our notice, including the reason for cancellation, to you at the address shown in the policy and to the authorized agent or broker.
5. If this policy is cancelled, we will send you any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata.

However, when the premium is advanced under a premium finance agreement, the cancellation refund will be pro rata. Under such financed policies, we will be entitled to retain a minimum earned premium of 10% of the total policy premium or \$60, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

**B. Section A. CANCELLATION AND MATERIAL CHANGES** is amended to include the following:

If one of the reasons for cancellation in Paragraph **A.2.a.(2)** exists, we may cancel this entire policy, even if the reason for cancellation pertains only to a new coverage or endorsement initially effective subsequent to the original issuance of this policy.

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

**2. Fraud**

We do not provide coverage for you if you have made fraudulent statements or engaged in fraudulent conduct in connection with any loss or damage for which coverage is sought under this policy.

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

All other terms and conditions of the policy remain the same.

## ENDORSEMENT

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. forms a part of Policy No. **11050987** issued to Cellular Sale of Knoxville, Inc. by New Hampshire Insurance Company.

## NORTH CAROLINA CHANGES

This endorsement modifies insurance provided under the following:

### COMMUNICATIONS EQUIPMENT CERTIFICATE CONDITIONS

- A. Paragraph 2. of Section A. **CANCELLATION AND MATERIAL CHANGES** is deleted and replaced with the following:

#### 2. Cancellation Requirements

##### a. Policies In Effect Less Than 60 Days

If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to you written notice of cancellation at least:

- (1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

##### b. Policies In Effect More Than 60 Days

If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy prior to the:

- (1) Expiration of the policy term; or
- (2) Anniversary date,

stated in the policy only for one or more of the following reasons:

- (a) Nonpayment of premium;
- (b) An act or omission by the insured or his or her representative that constitutes material misrepresentation or nondisclosure of a material fact in obtaining this policy, continuing this policy or presenting a claim under this policy;
- (c) Increased hazard or material change in the risk assumed that could not have been reasonably contemplated by the parties at the time of assumption of the risk;
- (d) Substantial breach of contractual duties, conditions or warranties that materially affects the insurability of the risk;
- (e) A fraudulent act against us by the insured or his or her representative that materially affects the insurability of the risk;
- (f) Willful failure by the insured or his or her representative to institute reasonable loss control measures that materially affect the insurability of the risk after written notice by us;
- (g) Loss of facultative reinsurance, or loss of or substantial changes in applicable reinsurance as provided in G.S. 58-41-30;
- (h) Conviction of the insured of a crime arising out of acts that materially affect the insurability of the risk;
- (i) A determination by the Commissioner of Insurance that the continuation of the policy would place us in violation of the laws of North Carolina; or

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- (j) You fail to meet the requirements contained in our corporate charter, articles of incorporation or by-laws when we are a company organized for the sole purpose of providing members of an organization with insurance coverage in North Carolina.

We will mail or deliver written notice of cancellation to you at least:

- (i) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - (ii) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. Cancellation for nonpayment of premium will not become effective if you pay the premium amount due before the effective date of cancellation.
  - d. We may also cancel this policy for any reason not stated above provided we obtain your prior written consent.

**B. Paragraph 13. is added to Section B. DUTIES IN THE EVENT OF LOSS:**

**13. TIME PERIOD FOR PERFORMANCE OF CONTRACTUAL OBLIGATIONS**

Whenever a state of disaster is proclaimed for the state of North Carolina or for an area within this state in accordance with state law, or whenever a major disaster is declared for North Carolina or an area within this state by the President of the United States under the Stafford Act or its successors, the following provisions apply:

1. If the Covered Property that has sustained loss or damage is located within the geographic area designated in the disaster declaration or proclamation, the time period for your submission of a proof of loss (as set forth in the Duties In The Event Of Loss Condition or in an endorsement attached to this Coverage Part) shall be extended by 45 days or by the number of days the disaster declaration or proclamation remains in effect, whichever number is greater.
2. Except as otherwise provided in Paragraph 1., the following applies if you or we reside in or are located in the geographic area designated in the disaster declaration or proclamation:

If this Coverage Part or an endorsement attached to this Coverage Part imposes a time limitation on you or us for performance of a duty or any act (including transmittal of information), and such performance would be required during the time period covered by the declaration or proclamation, your performance and our performance is subject to a deferral period of 30 days. The Commissioner of Insurance may extend such deferral period.

**C. Paragraph 3. Legal Action Against Us is replaced in its entirety by the following:**

**3. Legal Action Against Us**

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

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 3 years after you first have knowledge of the direct loss or damage.

All other terms and conditions of the policy remain the same.

## ENDORSEMENT

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. forms a part of Policy No. **11050987** issued to Cellular Sale of Knoxville, Inc. by New Hampshire Insurance Company.

## OHIO CHANGES

This endorsement modifies insurance provided under the following:

### COMMUNICATIONS EQUIPMENT CERTIFICATE CONDITIONS

- A.** Paragraphs **4.** and **5.** of Section **A. CANCELLATION AND MATERIAL CHANGES** are deleted in their entirety and replaced with the following:
- 4.** The notice of cancellation will:
    - a.** State the effective date of cancellation. The policy period will end on that date.
    - b.** Contain the date of the notice and the policy number, and will state the reason for cancellation.
  - 5.** If this policy is cancelled, we will send you any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- B.,** Paragraph **9.** is added to Section **A. CANCELLATION AND MATERIAL CHANGES** as follows:
- 9.** For a policy in effect over 90 days, we may cancel such policy only for one or more of the following reasons:
    - a.** Nonpayment of premium;
    - b.** Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted thereunder;
    - c.** Discovery of a moral hazard or willful or reckless acts or omissions on your part which increases any hazard insured against;
    - d.** The occurrence of a change in the individual risk which substantially increases any hazard insured against after the insurance coverage has been issued or renewed except to the extent the insurer could reasonably have foreseen the change or contemplated the risk in writing the contract;
    - e.** Loss of applicable reinsurance or a substantial decrease in applicable reinsurance, if the Superintendent has determined that reasonable efforts have been made to prevent the loss of, or substantial decrease in, the applicable reinsurance, or to obtain replacement coverage;
    - f.** Failure of an insured to correct material violations of safety codes or to comply with reasonable written loss control recommendations; or
    - g.** A determination by the Superintendent of Insurance that the continuation of the policy would create a condition that would be hazardous to the policyholders or the public.
- C.** Paragraph **4.** of Section **C. LOSS SETTLEMENT** is deleted in its entirety and replaced with the following:

4. In the event of loss or damage to Covered Property, we will give you notice, within 21 days after we receive a properly executed proof of interest and loss or damage to our Authorized Representative and satisfaction by you of your duties in the event of loss, that we:
  - a. Accept your claim;
  - b. Deny your claim; or
  - c. Need more time to investigate your claim.

If we need more time to investigate your claim, we will provide an explanation for our need for more time. We will continue to notify you again in writing, at least every 45 days, of the status of the investigation and of the continued time needed for the investigation.

Provided you have complied with all the terms of this policy, we will pay for covered loss or damage within:

- a. 10 days after we accept your claim if such acceptance occurs within the first 21 days after we receive a properly executed proof of loss, unless the claim involves an action by a probate court or other extraordinary circumstances as documented in the claim file; or
- b. Five days after we accept your claim if such acceptance occurs more than 21 days after we receive a properly executed proof of loss, and
  - (1) An appraisal award has been made; or
  - (2) We have reached an agreement with you on the amount of loss that was in dispute.

No claim shall be honored or made good if you have collected for the direct physical loss or damage from others. We will ship approved replacement equipment directly to you within the United States or you may be required to pick up your replacement at an "Authorized Service Facility".

All other terms and conditions of the policy remain the same.

## ENDORSEMENT

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. forms a part of Policy No. **11050987** issued to Cellular Sale of Knoxville, Inc. by New Hampshire Insurance Company.

## OREGON CHANGES

This endorsement modifies insurance provided under the following:

### COMMUNICATIONS EQUIPMENT CERTIFICATE CONDITIONS

- A.** The following is added to Paragraph **2.** of Section **A. CANCELLATION AND MATERIAL CHANGES:**
- 2.** If this policy has been in effect for:
- a.** Fewer than 60 days and is not a renewal policy, we may cancel for any reason.
  - b.** 60 days or more or is a renewal policy, we may cancel only for one or more of the following reasons:
    - (1)** Nonpayment of premium;
    - (2)** Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
    - (3)** Substantial increase in the risk of loss after insurance coverage has been issued or renewed, including but not limited to an increase in exposure due to rules, legislation or court decision;
    - (4)** Failure to comply with reasonable loss control recommendations;
    - (5)** Substantial breach of contractual duties, conditions or warranties;
    - (6)** Determination by the commissioner that the continuation of a line of insurance or class of business to which the policy belongs will jeopardize our solvency or will place us in violation of the insurance laws of Oregon or any other state; or
    - (7)** Loss or decrease in reinsurance covering the risk.
- B.** Paragraph **6.** of Section **A. CANCELLATION AND MATERIAL CHANGES** is deleted in its entirety and replaced with the following:
- Mailing Of Notices**
- If notice of cancellation is mailed, a post office certificate of mailing will be conclusive proof that the first Named Insured received the notice on the third calendar day after the date of the certificate of mailing.

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

1. Subject to Paragraphs **2.** and **3.** below, this entire Coverage Form will be void if, whether before or after a loss, you have willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject of it, or your interest in it, or in case of any fraud or false swearing by you relating to it.
2. All statements made by you or on your behalf, in the absence of fraud, will be deemed representations and not warranties. No such statements that arise from an error in the application will be used in defense of a claim under this Coverage Part or Coverage Form unless:
  - a. The statements are contained in a written application; and
  - b. A copy of the application is endorsed upon or attached to this Coverage Part or Coverage Form when issued.
3. In order to use any representation made by you or on your behalf in defense of a claim under the Coverage Part or Coverage Form, we must show that the representations are material and that we relied on them.

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

**D. Paragraph 10. Appraisal** of Section **D ADDITIONAL CONDITIONS** is deleted in its entirety and replaced with the following:

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

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

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

All other terms and conditions of the policy remain the same.

## ENDORSEMENT

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. forms a part of Policy No. **11050987** issued to Cellular Sale of Knoxville, Inc. by New Hampshire Insurance Company.

## PENNSYLVANIA CHANGES

This endorsement modifies insurance provided under the following:

### COMMUNICATIONS EQUIPMENT CERTIFICATE CONDITIONS

- A.** Paragraphs **1., 2., 3., 4., 5.** and **6.** of Section **A. CANCELLATION AND MATERIAL CHANGES** are deleted in their entirety and replaced with the following:

1. You may cancel this policy by writing or giving notice of cancellation.
2. **Cancellation Of Policies In Effect For Less Than 60 Days**

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.

#### **Cancellation Of Policies In Effect For 60 Days Or More**

If this policy has been in effect for 60 days or more, we may cancel this policy only for one or more of the following reasons:

- a. You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation.
- b. You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 days before the effective date of cancellation.
- c. A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- d. Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- e. Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

This policy may also be cancelled from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by us.



3. We will mail or deliver our notice to your last mailing address known to us. Notice of cancellation will state the specific reasons for cancellation.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send you any premium refund due. If we cancel, the refund will be pro rata and will be returned within 10 business days after the effective date of cancellation. If you cancel, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

**B. Paragraph 7. is added to Section C. LOSS SETTLEMENT as follows:**

**7. NOTICE OF ACCEPTANCE OR DENIAL OF CLAIM**

1. Except as provided in **3.** below, we will give you notice, within 15 working days after we receive a properly executed proof of loss, that we:
  - a. Accept your claim;
  - b. Deny your claim; or
  - c. Need more time to determine whether your claim should be accepted or denied.

If we deny your claim, such notice will be in writing, and will state any policy provision, condition or exclusion used as a basis for the denial.

If we need more time to determine whether your claim should be accepted or denied, the written notice will state the reason why more time is required.

2. If we have not completed our investigation, we will notify you again in writing, within 30 days after the date of the initial notice as provided in **1.c.** above, and thereafter every 45 days. The written notice will state why more time is needed to investigate your claim and when you may expect us to reach a decision on your claim.
3. The notice procedures in **1.** and **2.** above do not apply if we have a reasonable basis, supported by specific information, to suspect that an insured has fraudulently caused or contributed to the loss by arson or other illegal activity. Under such circumstances, we will notify you of the disposition of your claim within a period of time reasonable to allow full investigation of the claim, after we receive a properly executed proof of loss.

**C. Paragraph 6. of. Section D. ADDITIONAL CONDITIONS is deleted in its entirety and replaced with the following:**

**6. Transfer Of Rights And Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

If you die, this Coverage Part will remain in effect as provided in **1.** or **2.** below, whichever is later:

1. For 180 days after your death regardless of the policy period shown in the Declarations, unless the insured property is sold prior to that date; or
2. Until the end of the policy period shown in the Declarations, unless the insured property is sold prior to that date.

Coverage during the period of time after your death is subject to all provisions of this policy including payment of any premium due for the policy period shown in the Declarations and any extension of that period.

All other terms and conditions of the policy remain the same.

## ENDORSEMENT

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. forms a part of Policy No. **11050987** issued to Cellular Sale of Knoxville, Inc. by New Hampshire Insurance Company.

## TENNESSEE CHANGES

This endorsement modifies insurance provided under the following:

### COMMUNICATIONS EQUIPMENT CERTIFICATE CONDITIONS

**A.** Paragraph **5.** of Section **A. CANCELLATION AND MATERIAL CHANGES** is deleted and replaced with the following:

**5.** If this policy is cancelled, we will send you any premium refund due.

The refund will be pro rata if:

**a.** We cancel; or

**b.** The policy is cancelled at the request of a premium finance company that has financed this policy under a premium finance agreement.

The refund may be less than pro rata if you cancel the policy.

The cancellation will be effective even if we have not made or offered a refund.

**B.** Paragraph **9.** is added to Section **A. CANCELLATION** as follows:

**9. Cancellation Of Policies In Effect For More Than 60 Days**

If this policy has been in effect for 60 days or more, we may cancel this policy only for one or more of the following reasons:

**a.** Nonpayment of premium, including any additional premium, calculated in accordance with our current rating manual, justified by a physical change in the insured property or a change in its occupancy or use;

**b.** Your conviction of a crime increasing any hazard insured against;

**c.** Discovery of fraud or material misrepresentation on the part of either of the following:

**(1)** You or your representative in obtaining this insurance; or

**(2)** You in pursuing a claim under this policy;

**d.** Failure to comply with written loss control recommendations;

**e.** Material change in the risk which increases the risk of loss after we issued or renewed insurance coverage;

**f.** Determination by the insurance commissioner that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of Tennessee or any other state;

**g.** Your violation or breach of any policy terms or conditions; or

**h.** Other reasons that are approved by the insurance commissioner.

Notice of cancellation will state the reason for cancellation.

All other terms and conditions of the policy remain the same.

## ENDORSEMENT

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. forms a part of Policy No. **11050987** issued to Cellular Sale of Knoxville, Inc. by New Hampshire Insurance Company.

## TEXAS CHANGES

This endorsement modifies insurance provided under the following:

### COMMUNICATIONS EQUIPMENT CERTIFICATE CONDITIONS

- A.** Paragraph **2.** of Section **A. CANCELLATION AND MATERIAL CHANGES** is amended to include the following:

We may cancel this policy for any reason except, that under the provisions of the Texas Insurance Code, we may not cancel this policy solely because the policyholder is an elected official.

- B.** Section **C Loss Settlement** is amended to include the following:

#### **Catastrophe Claims**

If a claim results from weather related catastrophe or a major natural disaster, the claim handling and claim payment deadlines described in Subparagraph **B. 4. of Section C. Loss Settlement** are extended for an additional 15 days.

Catastrophe or Major Natural Disaster means a weather related event which is:

- (1)** Declared a disaster under the Texas Disaster Act of 1975; or
- (2)** Determined to be a catastrophe by the State Board of Insurance.

- C.** Paragraph **10** of Section **D. Additional Conditions** is deleted in its entirety and replaced with the following:

#### **10. Appraisal**

- 1.** If we and you disagree on the value of the property or the amount of loss, either may make written demand, within 60 days after our receipt of a signed, sworn proof of loss, for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree for 15 days upon such umpire, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their difference to the umpire. A decision agreed to by any two will be binding. Each party will:
  - a.** Pay its chosen appraiser; and
  - b.** Bear the other expenses of the appraisal and umpire equally.
- 2.** If there is an appraisal:

- a. You will still retain your right to bring a legal action against us, subject to the provisions of the Legal Action Against Us Commercial Inland Marine Condition; and
- b. We will still retain our right to deny the claim.

**D.** In Paragraph **5.** of Section **C Loss Settlement** insert ninety one (91) days in place of sixty (60) days.

All other terms and conditions of the policy remain the same.

## ENDORSEMENT

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. forms a part of Policy No. **11050987** issued to Cellular Sale of Knoxville, Inc. by New Hampshire Insurance Company.

## VIRGINIA CHANGES

This endorsement modifies insurance provided under the following:

### COMMUNICATIONS EQUIPMENT CERTIFICATE CONDITIONS

**A.** Paragraph **5.** of Section **A. CANCELLATION AND MATERIAL CHANGES** is deleted and replaced with the following:

**5.** If this policy is cancelled, we will send you any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium.

**a.** We will compute return premium pro rata and round to the next higher whole dollar when this policy is cancelled:

**(1)** At our request;

**(2)** Because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;

**(3)** And rewritten by us or a member of our company group; or

**(4)** After the first year, if it is a prepaid policy written for a term of more than one year.

**b.** When this policy is cancelled at your request (except when Paragraph **a.(2)**, **a.(3)** or **a.(4)** applies), we will compute return premium as 90% of the pro rata unearned premium, rounded to the next higher whole dollar.

However, when such cancellation takes place during the first year of a multi-year prepaid policy, we will return the full annual premium for the subsequent years.

**B.** Paragraph **10.** of Section **D. ADDITIONAL CONDITIONS** is deleted in its entirety and replaced with the following:

#### **10. Appraisal**

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. You and we must notify the other of the appraiser selected within 20 days of the written demand for appraisal. The two appraisers will select an umpire. If the appraisers do not agree on the selection of an umpire within 15 days, the insured or the insurer may apply in writing, for the appointment of an umpire, to the judge of the circuit court of the county or city in which the damaged or destroyed property was located at the time of loss. The appraisers will state separately the value of the property and amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of the loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss. Any outcome of the appraisal will not be binding on either party. Each party will:

**a.** Pay its chosen appraiser; and

**b.** Bear the other expenses of the appraisal and umpire equally.

However, if we make written demand for an appraisal of the loss, we will reimburse you for the reasonable cost of your chosen appraiser, and for your portion of the cost of the umpire.

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

All other terms and conditions of the policy remain the same.

## ENDORSEMENT

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. forms a part of Policy No. **11050987** issued to Cellular Sale of Knoxville, Inc. by New Hampshire Insurance Company.

## WASHINGTON CHANGES

This endorsement modifies insurance provided under the following:

### COMMUNICATIONS EQUIPMENT COVERAGE FORM COMMUNICATIONS EQUIPMENT CERTIFICATE CONDITIONS

1. The COMMUNICATIONS EQUIPMENT COVERAGE FORM is modified as follows:
  - A. The Conditions of this Coverage Form that are in conflict with the statutes of the State of Washington are amended to conform to such statutes.
  - B. Section **B. Exclusions** is amended to include the following:

The introductory paragraph preceding the list of exclusions is replaced by the following paragraph, which pertains to application of those exclusions:

We will not pay for loss or damage caused by any of the excluded events described below. Loss or damage will be considered to have been caused by an excluded event if the occurrence of that event:

    1. Directly and solely results in loss or damage; or
    2. Initiates a sequence of events that results in loss or damage, regardless of the nature of any intermediate or final event in that sequence.
2. The COMMUNICATIONS EQUIPMENT CERTIFICATE CONDITIONS is modified as follows:

Paragraph **3. Legal Action Against Us** of Section **D. ADDITIONAL CONDITIONS** is amended to include the following:

If this action is brought pursuant to Sec. 3 of RCW 48.30 then 20 days prior to filing such an action, you are required to provide written notice of the basis for the cause of action to us and the Office of the Insurance Commissioner. Such notice may be sent by regular mail, registered mail, or certified mail with return receipt requested.

All other terms and conditions of the policy remain the same.