

## **NEW YORK**

### **GROUP WIRELESS COMMUNICATIONS EQUIPMENT INSURANCE POLICY SUMMARY**

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

The words “we,” “us” and “our” refer to Old Republic Insurance Company who is providing the insurance.

The word “Agent” refers to Asurion.

The term “Authorized Service Center” means Asurion who is providing repair and replacement services on our behalf.

The term “Sponsoring Wireless Service Provider” means Boost Mobile who is providing the wireless telephone or communication services, and is the entity sponsoring the members enrolled in the Group shown in the Declarations.

The term “Enrolled Group Member” means a customer of Boost Mobile who:

1. Has elected to purchase insurance under the policy, by completion of the enrollment process; and
2. Has been accepted for coverage under the policy by Asurion.

#### **A. COVERAGE**

We will repair or replace Enrolled Group Member’s Covered Property that has incurred direct physical loss or direct physical damage caused by or resulting from any Covered Cause of Loss.

##### **1. Covered Property**

Covered Property means the mobile wireless communications equipment.

- a. Covered Property is the wireless device owned by you for which: 1) the unique identification number (International Mobile Equipment Identity (IMEI), Electronic Serial Number (ESN) or Mobile Equipment ID (MEID)) of such wireless device is reflected in the records of the Wireless Service Provider at the time your coverage initially became effective; and 2) for which outgoing airtime usage has been logged with the Wireless Service Provider on your account after coverage became effective; unless you have logged outgoing airtime on a different wireless phone immediately prior to the time of loss, in which case such wireless phone becomes the covered property so long as: 1) such wireless phone is owned by you and you provide us proof of ownership; and 2) airtime usage was logged on such phone on your account with the Wireless Service Provider immediately prior to the time of loss.
- b. The following Accessories, used with the Wireless Equipment above: One standard battery (as part of handset loss), One standard cigarette lighter adapter, One standard leather case, One standard charger, One standard earpiece, and One SIM card. Accessories will only be covered when they are part of a loss to Covered Property as seen in declarations and for which you may be required to provide a proof of purchase.

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

Covered Property does not include:

- a. Contraband or property in the course of illegal transportation or trade;
- b. The value of, and the cost to research, replace or restore data, or programs non-standard for the make and model;
- c. Components or any other part that is non-standard for the make and model;
- d. Any motor vehicle original or after-market equipment or accessories, whether or not permanently installed;
- e. Any other equipment or accessories not described as Covered Property, including but not limited to, color faceplates;
- f. Property that has been entrusted to (including to and from) others for any service, repair or replacement, other than Asurion or its designee;
- g. Boost Mobile fees for connection service, calls or connection or any other services, whether legitimate or fraudulent.

##### **3. Coverage Period**

The Coverage Period is the policy period shown in the Declarations. We cover loss or damage commencing during the policy period shown in the Declarations. For each Enrolled Group Member, coverage begins on the date the initial enrollment application is submitted to us or at the inception date shown in the Declarations, whichever is later.

##### **4. Eligibility of Reinstatement**

Upon the request of a certificate holder, the certificate holder’s coverage shall be eligible for reinstatement not more than twelve months following the date of exhaustion of the coverage limit as shown in A.7.e.

##### **5. Coverage Territory**

We insure the Covered Property wherever it is located in the world.

##### **6. Covered Causes of Loss**

Covered Causes of Loss means risks of mechanical or electrical breakdown or being lost, stolen or damaged, except as limited or excluded elsewhere in the policy.

##### **7. Coverage Limitations**

###### **a. Claim Authorization and Loss Payment**

We have the right to settle the loss with the Enrolled Group Member or his or her designee. No claims will be accepted unless authorized by Asurion.

All repairs and replacements must be done by Asurion unless Asurion gives the Enrolled Group Member other specific directions. In no event will Enrolled Group Members be reimbursed for any out-of-pocket expenses.

###### **b. Cosmetic Damage**

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We will not repair or replace any cosmetic damage, however caused, that does not affect the manufacturer's intended use. This includes, but is not limited to:

- (1)Cracking, marring, scratching or warping;
- (2)Change in color or other change in the exterior finish.

**c. Covered Under Warranty**

We will not make any repair or replacement for loss or damage that is covered under the manufacturer's warranty.

**d. Late Claims**

We will not cover claims reported Asurion more than 60 days after the discovery of the loss or damage. If reporting a claim to Asurion cannot occur within 60 days of discovery for reasons beyond the insured's control, such notice of claim to Asurion should occur as soon as practicable.

**e. Two Claims**

Each Enrolled Group Member is limited to 2 losses in any consecutive 12 month time period. When this limit is exhausted, coverage will cease immediately and we will notify the Insured that his or her coverage has ceased and no future premiums are due. This written notice will be sent within 15 business days after the limit is exhausted.

**B. EXCLUSIONS**

1. This insurance does not apply to loss or damage caused directly or indirectly by any of the following:

**a. Governmental Authority**

Seizure or destruction of property by order of governmental authority.

**b. Nuclear Hazard**

Nuclear reaction or radiation, or radioactive contamination, however caused. If physical loss or damage by fire ensues, we will pay only for such ensuing loss or damage.

**c. War**

- (1)War, including undeclared or civil war;
- (2)Warlike action by a military force; or
- (3)Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

2. This insurance does not apply to loss or damage caused by or resulting from any of the following:

**a. Delay, Loss of Use**

Delay, loss of use, loss of service, loss of market, or any other consequential loss or damage, including, but not limited to, loss of time, loss of profits, inconvenience or delay in repairing or replacing lost or damaged Covered Property.

**b. Dishonest, Intentional, or Criminal Acts**

Dishonest, intentional or criminal acts by an Enrolled Group Member or by any person entrusted with Covered Property, whether acting alone or in collusion with others, with respect to his or her coverage under this insurance

**c. Obsolescence**

Obsolescence or depreciation.

**d. Wear, Deterioration, Latent Defect**

- (1)Wear and tear, deterioration; or
- (2)Hidden or latent defect, including equipment design defect, or any quality in the property that causes it to damage or destroy itself.

**e. Programming, Repair Work**

Programming, cleaning, adjusting, repairing, modifying, or performing any other work upon Covered Property.

**f. Virus**

Computer virus or any other malicious code or similar instruction that:

- (1)Disrupts the normal operation of the Covered Property; or
- (2)Results in destruction of or unsuitability of data or programs stored in the Covered Property.

**g. Voluntary Parting**

Voluntary parting with Covered Property by an Enrolled Group Member or by any person entrusted with Covered Property, whether or not induced to do so by any fraudulent scheme, trick, device or false pretense.

**C. LIMITS OF INSURANCE**

The most we will spend, in any one occurrence, to repair or replace Covered Property due to a covered claim is either one hundred fifty dollars (\$150) if your device is found in Schedule A, two hundred fifty dollars, (\$250) if your device is found in Schedule B or one thousand dollars (\$1000) if your device is found in Schedule C attached hereto.

Each Enrolled Group Member is limited to 2 losses in any consecutive 12 month time period. When this limit is exhausted, coverage will cease immediately and we will notify the Insured that his or her coverage has ceased and no future premiums are due. This written notice will be sent within 15 business days after the limit is exhausted.

These Limits of Insurance apply separately to each covered claim.

#### **D. DEDUCTIBLE**

The deductible is either \$25, \$65 or \$100 depending on whether the Covered Property is found in Schedule A, B, or C attached hereto is non-refundable and is payable at the time a repair or replacement is approved by Asurion. This Deductible will apply to each filed and approved covered claim, and does not reduce the Limit of Insurance.

#### **E. ENROLLED GROUP MEMBERS' DUTIES IN EVENT OF LOSS**

In the event of loss or damage to Covered Property, the Enrolled Group Member or his or her designee presenting the claim must cooperate with us and see that the following are done:

##### **1. Notify Police**

If a law may have been broken, notify the police and obtain a police report case number. If requested, provide a copy of the police report to Asurion.

##### **2. Notify Authorized Service Center, Give Description**

Notify Asurion within 60 days of discovery of loss, giving a complete description of:

- a. The Covered Property, including telephone number and unique identification number (e.g. ESN, SIM or IMEI); and
- b. How, when and where the loss or damage occurred.

This information must be provided within 30 days of making the initial report.

##### **3. Notify Wireless Service Provider**

If the Covered Property is lost or stolen, notify Boost Mobile as soon as reasonably possible so it may suspend wireless communications service.

##### **4. Protect**

Take all reasonable steps to protect the Covered Property from further damage.

##### **5. Permit Inspection**

Permit us to inspect the damaged property. If requested, take or send, the Covered Property to our designee for equipment failure evaluation.

##### **6. Statement Under Oath**

As often as may be reasonably required, submit to questioning under oath about any matter relating to this insurance or claim. In such event, the answers must be signed.

##### **7. Proof of Loss and Ownership**

If required, provide:

- a. Ownership records, such as a bill of sale; and
- b. A signed, sworn proof of loss or damage containing the information we request to settle the claim. The proof of loss and ownership records must be provided within 30 days after we provide the necessary proof of loss forms.

##### **8. Return of Damaged and Malfunctioning Covered Property**

The Enrolled Group Member is required to return the damaged including mechanical and electrical breakdown property to the Authorized Service Center. If the replacement equipment is sent to you, the Authorized Service Center will provide a prepaid shipping label and envelope to return the damaged property in.

Disposal of the damaged Covered Property other than by returning it to the Authorized Service Center requires the prior consent of the Authorized Service Center.

If the damaged Covered Property is not returned to the Authorized Service Center within 30 days of the receipt of the replacement equipment, a Non-Return Fee as applicable to the model of Covered Property, not to exceed the non-Return Fee of up to \$300.00, may be charged to the Enrolled Group Member.

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

##### **9. Take Delivery**

Be available to take delivery of equipment within 30 days of claim authorization or pay the added cost of claim re-delivery.

#### **F. OUR DUTIES IN EVENT OF LOSS**

##### **1. When We Repair or Replace**

If a claim is made, we will give notice of our intentions within five days after we receive all the information requested from the Enrolled Group Member presenting the claim.

Repair or replacement of the lost or damaged property will be done within five days after the Enrolled Group Member has complied with all the terms of the Policy, and we have agreed with the Enrolled Group Member about the repair or replacement.

##### **2. Our Options**

At our option, we may provide replacement equipment, or repair with substitute parts, of like kind, quality and functionality, that:

- a. Has been refurbished, remanufactured, and may contain non-original manufacturer parts; or
- b. Is a different brand, model or color.

#### **G. ADDITIONAL CONDITIONS**

##### **1. Duty of "Sponsoring Wireless Service Provider"**

Enrolled Group Members have agreed that Boost Mobile will act on behalf of the Group shown in the Declarations, including each Enrolled Group Member, with respect to the coverage provided, the rate charged for the coverage and cancellation/nonrenewal of the policy.

##### **2. Benefit Only Available To Enrolled Group Members**

No person or organization, other than the Enrolled Group Members, will benefit from this insurance.

### 3. Arbitration

This Arbitration provision requires the submission of any dispute to Arbitration.

- a. Instead of first suing in court, disputes or controversies of any nature whatsoever (whether in contract, tort, or otherwise, including statutory, common law, fraud, other intentional tort, property and equitable claims) will be arbitrated on an individual, non-class basis, arising out of, relating to, or in connection with:
  - (1) The policy,
  - (2) Any activities, transactions, services or interactions of any kind involving any Enrolled Group Member and us (which shall also include any of our employees, agents, representatives or associated businesses involved in any way in any activities, transactions, services or interactions involving any Enrolled Group Member and us), and the relationships which result from the policy, including, to the full extent permitted by applicable law, relationships with third parties who are not parties to the policy, including this arbitration provision; or
  - (3) The validity, scope or enforceability of this arbitration provision or the entire policy.
- b. Any such claim, dispute or controversy instead shall be resolved on an individual basis without resort to any form of class arbitration, by nonbinding arbitration before a single arbitrator. All Enrolled Group Members and we waive any right to pursue any such dispute, controversy or claim on a class arbitration basis even if applicable law permits class arbitrations.
- c. All arbitration shall be administered by the American Arbitration Association ("AAA") in accordance with its Wireless Industry Rules and Procedures in effect at the time the demand for arbitration is filed. The Rules and Procedures, as well as forms and information on arbitration in general may be obtained by calling 1-800-778--7879, or by visiting AAA's Web site at [www.adr.org](http://www.adr.org).
- d. Any arbitration which an Enrolled Group Member attends will take place at a location within the federal judicial district that includes the Enrolled Group Member's billing address at the time the demand for arbitration is filed.
- e. Upon written request, we will advance to the Enrolled Group Member either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide which party to the arbitration will ultimately be responsible for these fees and, as to an Enrolled Group Member (not the Wireless Service Provider), may waive the insured's fees upon a finding of economic hardship; in no event will the fees for an Enrolled Group Member (not the Wireless Service Provider) be greater than 25% of the value of the Covered Property in dispute, or \$150.00, whichever is less.
- f. The arbitrator shall apply relevant, substantive law and applicable statutes of limitation and shall provide written reasoned findings of fact and conclusions of law. This arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1, et. seq.
- g. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the arbitration provision.

EACH ENROLLED GROUP MEMBER AND WE AGREE THAT THIS ARBITRATION WILL BE ON AN INDIVIDUAL BASIS AND WE UNDERSTAND AND AGREE THAT BECAUSE OF THIS ARBITRATION PROVISION NEITHER ENROLLED GROUP MEMBERS NOR WE WILL HAVE THE RIGHT TO FIRST GO TO COURT, HAVE A JURY TRIAL OR PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS UNDER A CLASS ACTION OR CLASS ARBITRATION UNTIL THE ARBITRATION REQUIRED BY THIS PROVISION HAS BEEN COMPLETED AND THE ENROLLED GROUP MEMBER AND WE HAVE BEEN UNABLE TO RESOLVE OUR DISPUTE, CLAIM OR CONTROVERSY.

FURTHER, ALL ENROLLED GROUP MEMBERS AND WE WAIVE OUR RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANT UNDER A CLASS ARBITRATION EVEN IF CLASS ARBITRATION WOULD OTHERWISE BE PERMISSIBLE UNDER APPLICABLE LAW. THIS ARBITRATION PROVISION DESCRIBED HEREIN SHALL ALSO APPLY TO BOOST MOBILE.

### 4. Cancellation

#### a. How this Entire Policy is Cancelled

- (1) The "Sponsoring Wireless Service Provider" may cancel this entire policy by mailing or delivering to us advance written notice of cancellation, subject to paragraphs (3) and (4) below that assure compliance with New York Insurance Law.
- (2) We may cancel this policy by mailing or delivering written notice of cancellation, subject to paragraphs (3) and (4) below that assure compliance with New York Insurance Law.
- (3) Notice of this cancellation must be mailed or delivered by Us to each Enrolled Group Member at least 60 days before the effective date of cancellation.
- (4) The "Sponsoring Wireless Service Provider" agrees to act as delivery agent for notice of cancellation to all Enrolled Group Members.

#### b. How We Cancel Individual Enrolled Group Members

We may cancel an Enrolled Group Member's coverage by mailing or delivering written notice of cancellation, including the actual reason for cancellation, at least:

- (1) 15 days before the effective date of cancellation for:
  - (a) Non-payment of premium; or
  - (b) Discovery of fraud or material misrepresentation in obtaining this certificate or in presenting a claim under this certificate; or
  - (c) Ceasing to have active telecommunications service with the Sponsoring Wireless Service Provider; or
  - (d) Exhaustion of the aggregate limit of liability, as shown in A.7.e, under this insurance. In such an instance, if the insurer does not send notice of termination to the Enrolled Group Member within 15 days after exhaustion of the limit, coverage shall continue for the Enrolled Group Member notwithstanding the aggregate limit of liability found in A.7.e. until the insurer sends notice of termination to the Enrolled Group Member.
- (2) 60 days before the effective date of cancellation for any other reason.

(3) No notice of cancellation shall be required where substantially similar coverage has been obtained from another licensed insurer without any lapse of coverage.

**c. How Notice of Cancellation is Provided**

If there is a cancellation in accordance with section G.4.a or b., notice will be sent to:

- (1) Each Enrolled Group Member affected by the cancellation, using the most recent mailing address on file with the insurer; and
- (2) The Agent

The "Sponsoring Wireless Service Provider" agrees to act as delivery agent for notice of cancellation to all Enrolled Group Members.

**d. Effective Date of Cancellation**

Notice of cancellation will state the effective date of cancellation and the reason for such cancellation. The coverage will end on that date.

**e. Return Premiums, If Any**

If this policy is cancelled, any refunds due will be on a pro-rata basis. The cancellation will be effective even if the refund has not yet been made or offered.

**f. Proof of Mailing**

If notice is mailed, proof of mailing will be sufficient proof of notice.

**5. How Enrolled Group Members Cancel**

An individual Enrolled Group Member may cancel his or her coverage by notifying the Agent or the "Sponsoring Wireless Service Provider", who will advise the Agent.

**6. Changes**

This policy contains all the agreements between us concerning this insurance. The policy's terms can be amended or waived only by endorsement issued by us in accordance with New York Insurance Law and made a part of this policy or certificate.

We will periodically review the terms and conditions of this group policy and certificate issued hereunder and if necessary make changes in accordance with New York Insurance Law. Notice of any such changes will be provided by either the Sponsoring Wireless Service Provider, Us or our Agent to each Enrolled Group Member affected by the change at least 60 days prior to the effective date of such change, using his or her last mailing address on file with the Insurer. If we change the terms and conditions we will provide the policyholder with a revised policy or endorsement and each certificate holder with a revised certificate or endorsement, an updated brochure or facsimile thereof and an explanation of the changes.

Enrolled Group Members may discontinue coverage if they choose not to accept these changes.

**7. Concealment, Misrepresentation or Fraud**

We do not provide coverage for any Enrolled Group Member who has made fraudulent statements or engaged in fraudulent conduct in connection with any loss or damage for which coverage is sought under the policy.

**8. Conformity To Statute**

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

**9. Legal Action Against Us**

No Enrolled Group Member may bring a legal action against us under the policy unless:

- a. There has been full compliance with all the terms of the policy;
- b. The action is brought within 2 years after the Enrolled Group Member has knowledge of the loss or damage.

**10. Liberalization**

If we adopt any revision in this form which would broaden the coverage under the policy without additional premium within 60 days prior to or during the policy period, the broadened coverage will immediately apply to the policy.

**11. Premiums**

Each Enrolled Group Member is responsible for the payment of his or her premium.

**12. Renewal or Conditional Renewal**

We will not refuse to renew or condition our renewal of coverage, for any Enrolled Group Member, except as allowed by the insurance laws of the State of New York.

**13. Separation of Insureds**

The Limits of Insurance and Deductible provisions apply separately to each wireless phone (including its accessories) that the Enrolled Group Member has elected to insure under the policy, and which is evidenced by its current unique identifier (e.g. ESN, SIM or IMEI) being on file with the Wireless Service Provider.

**14. Transfer of Rights and Duties Under The Policy (Assignment)**

No rights and duties under the policy may be transferred.

**15. Transfer of Rights of Recovery Against Others To Us (Subrogation)**

If after we have made good the covered loss or damage, any Enrolled Group Member has rights to recover damages from another, those rights are transferred to us to the extent of our cost of repair or replacement. The Enrolled Group Member must do everything necessary to secure our rights and must do nothing after loss or damage to impair them.

The foregoing is a generalized description of the policy. It is not a full and complete version of the policy. Some provision may differ by state based on applicable law. For more information, or a copy of the policy, you may call Asurion at 1.888.723.3360 or send a self addressed envelope to Asurion Insurance Services, Inc. ATTN: Policy Copy, P.O. Box 110656, Nashville, TN 37222-0656. Please include your wireless telephone number so that the proper policy can be delivered to you.

**IMPORTANT NOTICE TO POLICYHOLDERS –  
TERRORISM RISK INSURANCE ACT OF 2002**

You are hereby notified that, under the Terrorism Risk Insurance Act of 2002, as amended, we must make terrorism coverage available if your policy covers commercial property. However, the actual coverage provided by your policy for acts of terrorism, as is true for all coverages, is limited by the terms, conditions, exclusions, limits, other provision of your policy, any endorsements to the policy and generally applicable rules of law.

Any terrorism coverage provided by this policy may be partially reimbursed by the United States Government under a formula established by Federal Law. If applicable, under this formula, the United States Government will pay 85% of covered terrorism losses exceeding a statutorily established deductible paid by insurers until such time as insured losses reach the \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses. If that occurs, your coverage may be reduced.

You will not be required to pay a premium for terrorism coverage at this time. If a premium is going to be charged for terrorism coverage, we will provide you with advance notification of what that premium will be.

CA License number #OB 35141

For California consumers the California Department of Insurance consumer hotline is 1.800.927.4357.