

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 **#11050967 (monthly), #11050968 (12 months), and #11050969 (20 months)**. 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 one (1) month prepaid basis, twelve (12) month prepaid basis, or a twenty (20) month prepaid basis.

Item 3. Premium for Coverage Provided under this Certificate:

Monthly Coverage:	\$5.99 or \$8.99
12 Months of Coverage:	\$71.88 or \$107.88
20 Months of Coverage:	\$119.80 or \$179.80

Item 4. Communications Equipment Retailer

Name : Mountain State Cellular Inc
dba MyBullFrog.com and/or The Phone Authority
Address: 12426 Explorer Drive, Suite 101
Boise, ID 83713

Item 5. Authorized Representative:

Name: eSecuritel Agency, LLC
Address: PO Box 03
Alpharetta, GA 30009

Phone: 877-412-5188

Item 5. Limits of Insurance

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

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

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.

Retail Price Range	Deductible
\$0 - \$349.99	\$49.00
\$350.00 - \$499.99	\$119.00
\$500.00 - \$599.99	\$149.00
\$600 - \$1,000.00	\$199.00

Item 7. Accessories

- A. Accessories Included
 - 1. **Battery**
 - 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**

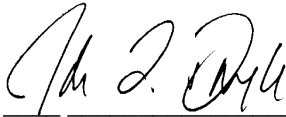
Item 9. This Certificate consists of the following forms:

- 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 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, www.esecuritel.com/smartprotection or may be obtained by calling this toll free number, 877 – 412 – 5188.

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

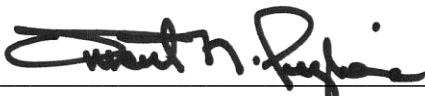
This coverage is being provided by New Hampshire Insurance Company.



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.

issued to Mountain State Cellular, 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.

A. Time Request Submitted for Enrollment	B. Day Coverage Effective
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.

issued to Mountain State Cellular, 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.

issued to Mountain State Cellular, Inc by New Hampshire Insurance Company.

ALASKA 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:
The first paragraph of Section **B. Exclusions** of is deleted and replaced with the following:
We will not pay for loss or damage caused by any of the following. A loss may be caused by a chain of causes. If a Covered Cause of Loss is the dominant cause of such a loss, we will not deny coverage on the basis that a secondary cause in that chain is not a Covered Cause of Loss.
2. The COMMUNICATIONS EQUIPMENT CERTIFICATE CONDITIONS is modified as follows:
 - 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 your coverage under this Coverage Part by mailing to us advance written notice of cancellation.
 2. We may cancel your coverage under the Coverage Part by mailing to you and the agent or broker of record written notice of cancellation. Such notice, stating the reason for cancellation, must be sent by first class mail at least:
 - a. 10 days before the effective date of cancellation if we cancel for:
 - (1) Conviction of the insured of a crime having as one of its necessary elements an act increasing a hazard insured against, or
 - (2) Fraud or material misrepresentation by the insured or a representative of the insured in obtaining the insurance or by the insured in pursuing a claim under this policy; or
 - b. 20 days before the effective date of cancellation if we cancel for:
 - (1) Nonpayment of premium, or
 - (2) Failure or refusal of the insured to provide the information necessary to confirm exposure or determine the policy premium; or
 - c. 60 days before the effective date of cancellation if we cancel for any other reason.
 3. We will mail our notice to your last known address and the last known address of the agent or broker of record.
 4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
 5. A post office certificate of mailing or certified mail receipt will be sufficient proof of mailing of notice.

6. If this policy is cancelled, we will return any premium refund due to the agent or broker of record, or directly to the Named Insured, or, if applicable, to the premium finance company. If:
 - a. We cancel, the refund will be the pro rata unearned premium. The refund will be returned or credited before the effective date of cancellation. However, if cancellation is for:
 - (1) Nonpayment of premium;
 - (2) Conviction of the insured of a crime having as one of its necessary elements an act increasing a hazard insured against;
 - (3) Discovery of fraud or material misrepresentation made by the insured or a representative of the insured in obtaining the insurance or by the insured in pursuing a claim under the policy;
 - (4) Failure or refusal of the insured to provide the information necessary to confirm exposure or necessary to determine the policy premium; or
 - (5) A reason described in AS Sec. 21.36.210(a)(2);
 any unearned premium shall be returned or credited within 45 days after the cancellation notice is given; or
 - b. You cancel, the refund:
 - (1) Will be the pro rata unearned premium minus a cancellation fee of 7.5% of the pro rata unearned premium. However, we will not retain this cancellation fee if this policy is cancelled:
 - (a) And rewritten with us or in our company group;
 - (b) At our request;
 - (c) Because you no longer have a financial or insurable interest in the property or business operation that is the subject of this insurance; or
 - (d) After the first year for a prepaid policy written for a term of more than one year; or
 - (2) Will be returned or credited:
 - (a) By the effective date of cancellation; or
 - (b) Within 45 days of your request to cancel;
 whichever is later.
- B. Paragraph 11. of Section B. DUTIES IN THE EVENT OF LOSS is deleted in its entirety and replaced with the following:**
11. We may examine you under oath, while not in the presence of any other insured and 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. You have the right to have legal counsel present at the examination.
- C. Paragraphs 2., 3. and 10. of Section D. ADDITIONAL CONDITIONS are deleted in their entirety and replaced with the following:**
2. **Concealment, Misrepresentation Or Fraud**
 We will not pay for any loss or damage in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:
 - a. This Coverage Part;
 - 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 a legal action against us under this Coverage Part unless:

- a.** There has been full compliance with all of the terms of this Coverage Part; and
- b.** The legal action is brought within three years from the date you learned that the claim was denied.

10. Appraisal

If you and we fail to agree on the value of the property or the amount of loss ("loss"), either may make a written demand for an appraisal of the loss. In this event, within 10 days of the demand, each party will choose a competent appraiser and will notify the other of the appraiser selected. The two appraisers will promptly choose a competent and impartial umpire. If they cannot agree, either may request that the choice be made by a judge of a court having jurisdiction. Not later than 15 days after the umpire has been chosen, unless this time period is extended by the umpire, each appraiser will separately state, in writing, the value of the property and the amount of loss ("loss"). If the appraisers submit a written report of an agreement on the value of the property and the amount of loss ("loss"), that agreement will be binding. If they fail to agree, they will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding. Each party will:

- 1.** Pay its own counsel and adjuster fees; and
- 2.** Bear those other expenses and fees which are incurred as a result of the appraisal, either in entirety or proportionately, as determined by 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.

issued to Mountain State Cellular, Inc by New Hampshire Insurance Company.

ARIZONA CHANGES

This endorsement modifies insurance provided under the following:

COMMUNICATIONS EQUIPMENT CERTIFICATE CONDITIONS COMMUNICATIONS EQUIPMENT COVERAGE FORM

1. The COMMUNICATIONS EQUIPMENT COVERAGE FORM is modified as follows:

Section **B. Exclusions** 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 an insured's claim for an otherwise covered property loss under this Coverage Part if such loss is caused by an act of domestic violence by another insured under this Coverage Part and the insured making claim:

- a. Did not cooperate in or contribute to the creation of the loss; and
- b. Cooperates in any investigation relating to the loss.

3. If we pay a claim pursuant to Paragraph 2., above, our payment to the insured is limited to that insured's insurable interest in the property as reduced by any payments we first made to a mortgagee or other party with a secured interest in the property. In no event will we pay more than the Limit of Insurance.

2. The COMMUNICATIONS EQUIPMENT CERTIFICATE CONDITIONS are modified as follows:

- A. 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, or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- a. Nonpayment of premium;
- b. Your conviction of a crime arising out of acts increasing the hazard insured against;
- c. Acts or omissions by you or your representative constituting fraud or material misrepresentation in the procurement of this policy, in continuing this policy or in presenting a claim under this policy;
- d. Substantial change in the risk assumed, except to the extent that we should have reasonably foreseen the change or contemplated the risk in writing the contract;
- e. Substantial breach of contractual duties or conditions;
- f. Loss of reinsurance applicable to the risk insured against resulting from termination of treaty or facultative reinsurance initiated by our reinsurer or reinsurers;

- g.** Determination by the Director of Insurance that the continuation of the policy would place us in violation of the insurance laws of this state or would jeopardize our solvency; or
- h.** Acts or omissions by you or your representative which materially increase the hazard insured against.

B. Paragraph 1. Transfer of Rights of Recovery of Section D. ADDITIONAL CONDITIONS is amended to add the following:

If we pay an insured for a loss described in Part 1 of this endorsement, the rights of the insured to recover damages from the perpetrator of the domestic violence are transferred to us to the extent of our payment. Following the loss, the insured may not waive such rights to recover against the perpetrator of the domestic violence.

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

We will not pay for any loss or damage in any case involving misrepresentations, omissions, concealment of facts or incorrect statements:

1. That are fraudulent;
2. That are material either to the acceptance of the risk, or to the hazard assumed by us; and
3. Where, if the true facts had been made known to us as required either by the application for the policy or otherwise, we in good faith would either:
 - a. Not have issued the policy;
 - b. Not have issued the policy in as large an amount; or
 - c. Not have provided coverage with respect to the hazard resulting in the loss.

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.

issued to Mountain State Cellular, Inc by New Hampshire Insurance Company.

ARKANSAS 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 by the following:

5. a. If this policy is cancelled, we will send the first Named Insured any premium refund due.
- b. We will refund the pro rata unearned premium if the policy is:
 - (1) Cancelled by us or at our request;
 - (2) Cancelled but rewritten with us or in our company group;
 - (3) Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or
 - (4) Cancelled after the first year of a prepaid policy that was written for a term of more than one year.
- c. If the policy is cancelled at the request of the first Named Insured, other than a cancellation described in b.(2), (3) or (4) above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.
- d. The cancellation will be effective even if we have not made or offered a refund.
- e. If you cancel the policy, we will retain no less than \$100 of the premium.

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

9. Cancellation Of Policies In Effect More Than 60 Days

- a. If this policy has been in effect more than 60 days, 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) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
 - (4) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;
 - (5) Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or

(6) A material violation of a material provision of the policy.

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

10. Appraisal

- a. If we and you disagree on the value of the property or the amount of loss ("loss"), either party may make a written request for an appraisal of the loss ("loss"). However, an appraisal will be made only if both we and you agree, voluntarily, to have the loss ("loss") appraised. If so agreed, 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 ("loss"). If they fail to agree, they will submit their differences to the umpire.
- b. An appraisal decision will not be binding on either party.
- c. If there is an appraisal, we will still retain our right to deny the claim.
- d. Each party will:
 - (1) Pay its chosen appraiser; and
 - (2) Bear the other expenses of the appraisal and umpire equally.

D. Subparagraph 3. b. of Section D. **Additional Conditions** is deleted and replaced with the following:

- b. The action is brought within five (5) years after you first have knowledge of the 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.

issued to Mountain State Cellular, Inc by New Hampshire Insurance Company.

CALIFORNIA 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. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured at the mailing address shown in the policy and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

- a.** 10 days before the effective date of cancellation if we cancel for:
 - (1)** Nonpayment of premium; or
 - (2)** Discovery of fraud by:
 - (a)** Any insured or his or her representative in obtaining this insurance; or
 - (b)** You or your representative in pursuing a claim under this policy.
- b.** 30 days before the effective date of cancellation if we cancel for any other reason.

3. All 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 upon the occurrence, after the effective date of the policy, of one or more of the following:
 - (1)** Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
 - (2)** Discovery of fraud or material misrepresentation by:
 - (a)** Any insured or his or her representative in obtaining this insurance; or
 - (b)** You or your representative in pursuing a claim under this policy.
 - (3)** A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
 - (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
 - (6) A determination by the Commissioner of Insurance that the:
 - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
 - (b) Continuation of the policy coverage would:
 - (i) Place us in violation of California law or the laws of the state where we are domiciled; or
 - (ii) Threaten our solvency.
 - (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.

B. Paragraph 10. Appraisal of Section **D. ADDITIONAL CONDITIONS** is replaced by the following:

If we and you disagree on the value of the property or the amount of loss, either may make written request for an appraisal of the loss. If the request is accepted, each party will select a competent and impartial appraiser. Each party shall notify the other of the appraiser selected within 20 days of the request. The two appraisers will select an umpire. If they cannot agree within 15 days, 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.

issued to Mountain State Cellular, Inc by New Hampshire Insurance Company.

COLORADO CHANGES

This endorsement modifies insurance provided under the following:

COMMUNICATIONS EQUIPMENT CERTIFICATE CONDITIONS

- A.** Paragraph **9.** is added to Section **A. CANCELLATION AND MATERIAL CHANGES** as follows :

9. Cancellation Of Policies In Effect For 60 Days Or More

We may only cancel this policy based on one or more of the following reasons:

- (1)** Nonpayment of premium;
- (2)** A false statement knowingly made by you on the application for insurance; or
- (3)** A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.

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

2. Concealment, Misrepresentation of 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 you or any other insured at any time and relating to coverage 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.

issued to Mountain State Cellular, 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

- (c) A substantial loss of reinsurance by us affecting this particular line of insurance.
 - b. We may not cancel policies in effect for 60 days or more or renewal policies for any reason other than the reasons described in Paragraph 3.a. above.
 - c. If we cancel for nonpayment of premium, you may continue the coverage and avoid the effect of the cancellation by payment in full at any time prior to the effective date of cancellation.
 - d. Notice of cancellation will be delivered or sent by:
 - (1) Registered mail;
 - (2) Certified mail; or
 - (3) Mail evidenced by a United States Post Office certificate of mailing.
- 4. We will give notice to you at your last mailing address known to us.
- 5. Notice of cancellation will state the specific reason for the cancellation and the effective date of cancellation. The policy period will end on that date.
- 6. 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.
- 7. If notice is mailed, proof of mailing will be sufficient proof of notice.
- 8. The insurance provided you under this Coverage Part is provided on a month to month term basis unless you cease to be a valid, active and current subscriber of your Communications Equipment Service Provider.
- 9. In the event of any material change in the coverage terms, monthly 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 monthly premiums after a change in monthly premiums, coverage terms or the deductible, you will be bound by those changes.

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.

issued to Mountain State Cellular, Inc by New Hampshire Insurance Company.

DISTRICT OF COLUMBIA 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.** We may cancel this policy by mailing or delivering to you written notice of cancellation at least 30 days before the effective date of cancellation. At least five days before sending notice to you, we will notify the agent or broker, if any, who wrote the policy.

If this policy has been in effect for 30 days or less and is not a renewal of a policy we issued, we may cancel this policy for any reason.

If this policy has been in effect more than 30 days, or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- 1.** You have refused or failed to pay a premium due under the terms of the policy;
- 2.** You have made a material and willful misstatement or omission of fact to us or our employees, agents or brokers in connection with any application to or claim against us;
- 3.** You have transferred your property or other interest to a person other than you or your beneficiary, unless the transfer is permitted under the terms of the policy; or
- 4.** The property, interest or use of the property or interest has materially changed with respect to its insurability.

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.

issued to Mountain State Cellular, 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.

issued to Mountain State Cellular, 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.

issued to Mountain State Cellular, Inc by New Hampshire Insurance Company.

HAWAII 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. 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 an insured's claim for an otherwise covered property loss if such loss is caused by an act of "domestic abuse" by another insured under the policy, and the insured making claim:
 - a. Files a police report and cooperates with any law enforcement investigation relating to the act of "domestic abuse"; and
 - b. Did not cooperate in or contribute to the creation of the loss.
 3. If we pay a claim pursuant to Paragraph 2., our payment to the insured is limited to that insured's insurable interest in the property less any payments we first made to another party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.
 - B. Paragraph 6. is added to Section **E Definitions** as follows:
 6. "Domestic abuse" means:
 1. Physical harm, bodily injury, assault or the infliction of fear of imminent physical harm, bodily injury or assault between family or household members;
 2. Sexual assault of one family or household member by another;
 3. Stalking of one family or household member by another family or household member; or
 4. Intentionally, knowingly or recklessly causing damage to property so as to intimidate or attempt to control the behavior of another family or household member.
2. The COMMUNICATIONS EQUIPMENT CERTIFICATE CONDITIONS is modified as follows:

Paragraph 1. **Transfer Of Rights Of Recovery Against Others Us** of Section **D. ADDITIONAL CONDITIONS** is amended to include the following:

If we pay an insured, who is a victim of "domestic abuse", for a loss caused by an act of "domestic abuse", the rights of that insured to recover damages from the perpetrator of the abuse are transferred to us to the extent of our payment. That insured may not waive such rights to recover against the perpetrator of the "domestic abuse".

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.

issued to Mountain State Cellular, Inc by New Hampshire Insurance Company.

IDAHO CHANGES

This endorsement modifies insurance provided under the following:

COMMUNICATIONS EQUIPMENT CERTIFICATE CONDITIONS

A. Paragraph 1. of Section A. **CANCELLATION AND MATERIAL CHANGES** is deleted in its entirety and replaced with the following:

1. You may cancel this policy by mailing or delivering to us advance written notice of cancellation. Cancellation will be effective on the later of the date requested by you or the date we receive the request. You may send your written notice through the Communications Equipment Service Provider shown in the Declarations (hereinafter the "Communications Equipment Service Provider").

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

2. Policies In Effect

a. 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 you written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium. If delivered via United States mail, the 10 day notification period begins to run five days following the date of postmark; or
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. More Than 60 Days

If this policy has been in effect for more than 60 days, we may cancel this policy 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) Acts or omissions on your part which increase any hazard insured against;
- (4) Change in the risk which materially increases the risk of loss after the policy has been issued or renewed including, but not limited to, an increase in exposure due to regulation, legislation or court decision;
- (5) Loss of or decrease in reinsurance which provided us with coverage for all or part of the risk insured;
- (6) A determination by the Director of Insurance that continuation of this policy would jeopardize our solvency or place us in violation of the insurance laws of Idaho or any other state; or
- (7) Violation or breach by the insured of any policy terms or conditions other than nonpayment of premium.

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

- (a)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium. If delivered via United States mail, the 10 day notification period begins to run five days following the date of postmark; or
- (b)** 30 days before the effective date of cancellation if we cancel for any other reason stated in 2.b. above.

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.

issued to Mountain State Cellular, Inc by New Hampshire Insurance Company.

ILLINOIS 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:
 - A. We will not pay for loss or damage arising out of any act committed:
 1. By or at the direction of any insured; and
 2. With the intent to cause a loss.
 - B. However, this exclusion will not apply to deny payment to an innocent co-insured who did not cooperate in or contribute to the creation of the loss if:
 1. The loss arose out of a pattern of criminal domestic violence; and
 2. The perpetrator of the loss is criminally prosecuted for the act causing the loss.
 - C. If we pay a claim pursuant to Paragraph **B.**, our payment to the insured is limited to that insured's insurable 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. Section **A. CANCELLATION AND MATERIAL CHANGES** is deleted in its entirety and replaced with the following:
 1. The first Named Insured shown in the Declarations may cancel this policy by mailing to us advance written notice of cancellation. You may send your written notice through the Communications Equipment Service Provider shown in the Declarations (hereinafter the "Communications Equipment Service Provider")
 2.
 - a. We may cancel this policy by mailing to you written notice stating the reason for cancellation.
 - b. If we cancel for nonpayment of premium, we will mail the notice at least 10 days prior to the effective date of cancellation.
 - c. If we cancel for a reason other than nonpayment of premium, we will mail the notice at least:
 - (1) 30 days prior to the effective date of cancellation if the policy has been in effect for less than 60 days.
 - (2) 60 days prior to the effective date of cancellation if the policy has been in effect for more than 60 days.
 3. If this policy has been in effect for more than 60 days, we may cancel only for one or more of the following reasons:

- a. Nonpayment of premium;
 - b. The policy was obtained through a material misrepresentation;
 - c. Any insured has violated any of the terms and conditions of the policy;
 - d. The risk originally accepted has measurably increased;
 - e. Certification to the Director of Insurance of the loss of reinsurance by the insurer that provided coverage to us for all or a substantial part of the underlying risk insured; or
 - f. A determination by the Director of Insurance that the continuation of the policy could place us in violation of the insurance laws of this State.
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 the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be less than pro rata. The cancellation will be effective even if we have not offered a refund.
 6. A copy of the notice will also be sent to your agent or broker.
 7. The insurance provided you under this Coverage Part is provided on a month to month term basis unless you cease to be a valid, active and current subscriber of your Communications Equipment Service Provider.
 8. In the event of any material change in the coverage terms, monthly 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 monthly premiums after a change in monthly premiums, coverage terms or the deductible, you will be bound by those changes.
- B. Paragraph 3. of Section D. ADDITIONAL CONDITIONS is deleted and replaced with the following:**
- 3. Legal Action Against Us**

No one may bring a legal action against us:

 1. Until there has been full compliance with all terms of this Coverage Part; and
 2. More than 2 years after you first have knowledge of the direct loss or damage. But we will extend this 2 year period by the number of days between the date proof of loss is filed and the date the claim is denied in whole or in part.

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.

issued to Mountain State Cellular, 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:

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.

issued to Mountain State Cellular, Inc by New Hampshire Insurance Company.

IOWA CHANGES

This endorsement modifies insurance provided under the following:

COMMUNICATIONS EQUIPMENT CERTIFICATE CONDITIONS

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

A. CANCELLATION AND MATERIAL CHANGES

1. You may cancel this Coverage Part by mailing or delivering to us advance written notice of cancellation. You may send your written notice through the Communications Equipment Service Provider shown in the Declarations (hereinafter the "Communications Equipment Service Provider").
2. **Cancellation Requirements**
 - a. We may cancel your coverage under this Coverage Part, by mailing or delivering to you and any loss payee written notice of cancellation at least: You may send your written notice through the Communications Equipment Service Provider shown in the Declarations (hereinafter the "Communications Equipment Service Provider")
 - (1) 30 days before the effective date of cancellation if we cancel due to loss of reinsurance coverage;
 - (2) 10 days before the effective date of cancellation if we cancel for any other reason.
 - b. If this policy is a new policy and has been in effect for less than 60 days, we may cancel for:
 - (1) Loss of reinsurance, subject to **d.** below; or
 - (2) Any other reason.
 - c. If this policy has been in effect for 60 days or more, or 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) Misrepresentation or fraud made by or with your knowledge in obtaining the policy, when renewing the policy, or in presenting a claim under the policy;
 - (3) Acts or omissions by you that substantially change or increase the risk insured;
 - (4) Determination by the Commissioner that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of this or any other state;
 - (5) You have acted in a manner which you knew or should have known was in violation or breach of a policy term or condition; or
 - (6) Loss of reinsurance, subject to **d.** below.
 - d. We may cancel due to loss of reinsurance which provides coverage to us for a significant portion of the underlying risk insured, but only if the Commissioner determines that such cancellation is justified.
3. We will mail or deliver our notice to you and any loss payee's last mailing address known to us.

4. Notice of cancellation will state:
 - a. The reason for cancellation; and
 - b. The effective date of cancellation. The policy period will end on that date.
5. If this Coverage Part 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.
6. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice. However, if cancellation is for nonpayment of premium, a certificate of mailing is not required.
7. The insurance provided you under this Coverage Part is provided on a month to month term basis unless you cease to be a valid, active and current subscriber of your Communications Equipment Service Provider.
8. In the event of any material change in the coverage terms, monthly 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 monthly premiums after a change in monthly premiums, coverage terms or the deductible, you will be bound by those changes.

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.

issued to Mountain State Cellular, 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.

issued to Mountain State Cellular, 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.

issued to Mountain State Cellular, 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.

issued to Mountain State Cellular, 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.

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.

issued to Mountain State Cellular, Inc by New Hampshire Insurance Company.

NEVADA CHANGES

This endorsement modifies insurance provided under the following:

COMMUNICATIONS EQUIPMENT CERTIFICATE CONDITIONS

A. The following is added to Section A. CANCELLATION AND MATERIAL CHANGES:

Midterm Cancellation

If this policy has been in effect for 70 days or more, we may cancel only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Conviction of the insured of a crime arising out of acts increasing the hazard insured against;
- (3) Discovery of fraud or material misrepresentation in obtaining the policy or in presenting a claim thereunder;
- (4) Discovery of an act or omission or a violation of any condition of the policy which occurred after the first effective date of the current policy, and substantially and materially increases the hazard insured against;
- (5) A material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;
- (6) A determination by the commissioner that continuation of our present volume of premiums would jeopardize our solvency or be hazardous to the interests of our policyholders, creditors or the public;
- (7) A determination by the commissioner that the continuation of the policy would violate, or place us in violation of, any provision of the code.

B. Paragraph 3. of Section A. CANCELLATION AND MATERIAL CHANGES is deleted in its entirety and replaced with the following:

1. Notice of cancellation in accordance with A. above, will be mailed, first class or certified, or delivered to you at the last mailing address known to us and will state the reason for cancellation.
2. We will also provide a copy of the notice of cancellation, for both policies in effect less than 70 days and policies in effect 70 days or more, to the agent who wrote the policy.

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

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 ("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.

issued to Mountain State Cellular, 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.

issued to Mountain State Cellular, Inc by New Hampshire Insurance Company.

NEW MEXICO 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 you; and
 - b. With the intent to cause a loss.
 2. However, this exclusion will not apply to deny coverage to an innocent co-insured victim of domestic abuse who did not cooperate in or contribute to the creation of the loss, provided that the loss is otherwise covered under this Coverage Form and is proximately related to and in furtherance of domestic abuse.
 3. If we pay a claim pursuant to Paragraph **A.2.** of this endorsement, our payment to you is limited to the extent of that person's 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 Your Rights Of Recovery Against Others To Us** of Section **D. Additional Conditions** is amended to include the following:

If we pay an innocent co-insured victim of domestic abuse for loss arising out of an act of domestic abuse by another insured, the rights of the innocent co-insured to recover damages from the perpetrator of the domestic abuse 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 abuse.

In this endorsement, domestic abuse means attempting to cause or intentionally, knowingly or recklessly causing damage to property for the purpose of intimidating or attempting to control the behavior of another person, including a minor.
 - B. Paragraph 2. of Section **A. CANCELLATION AND MATERIAL CHANGES** is deleted in its entirety and replaced with the following:
 2. **Permissible Reasons And Notice Period**
 - a. If this policy is in effect less than 60 days, we may cancel for any reason by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation.
 - b. If this policy is in effect 60 days or more, we may cancel only for one or more of the following reasons:
 - (1) Nonpayment of premium.

- (2) There has been a substantial change in the risk assumed by us since the policy was issued.
 - (3) The policy was obtained through material misrepresentation, fraudulent statements, omissions or concealment of fact material to the acceptance of the risk or to the hazard assumed by us.
 - (4) Willful and negligent acts or omission by the insured have substantially increased the hazards insured against.
 - (5) You presented a claim based on fraud or material misrepresentation.
- c. If we cancel subject to **2.b.** above, we will mail or deliver to the first Named Insured written notice of cancellation at least:
- (1) 10 days before the effective date of cancellation, for the reason set forth in **2.b. (1)**.
 - (2) 30 days before the effective date of cancellation, for the reason set forth in **2.b. (2)**.
 - (3) 15 days before the effective date of cancellation, for a reason set forth in **2.b. (3), 2.b. (4) or 2.b. (5)**.

The written notice will state the reason for cancellation, except that such statement may be omitted from a notice mailed to an additional insured or lien holder under this policy.

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

Property Claims Settlement in the Event of a Catastrophe

- A. The provisions of this endorsement apply to a claim for direct physical loss or damage to Covered Property, provided that:
 - 1. The claim is for loss or damage that results from a catastrophe declared by the Superintendent of Insurance; and
 - 2. The catastrophic event is a Covered Cause of Loss.
- B. The word loss, as used in this endorsement, includes "loss" as defined in certain coverage forms.
- C. The following provisions, **c.1.** and **c.2.**, are added to the policy and supersede any provisions to the contrary:
 - 1. If you reported your claim to us:
 - a. Before the catastrophe was declared, we will reach agreement with you on the amount of loss within 90 days after the date the catastrophe was declared;
 - b. After the catastrophe was declared, we will reach agreement with you on the amount of loss within 90 days after the date on which you reported the claim.

- 2.** However, the time periods specified in **c.1.** above will be extended by the period of time taken to resolve the following situations:
- a.** We suspect the claim is fraudulent and commence an investigation to make such a determination;
 - b.** You do not provide the necessary information regarding the nature of the claim, following our request for such information; or
 - c.** You filed suit against us in connection with the claim before expiration of the applicable 90-day period.
- d.** All other provisions of this policy continue to apply in the event of a catastrophe, including the Legal Action Against Us and Appraisal conditions.
- e.** This endorsement does not invalidate our right to deny your claim, nor the right of either party to seek judgment in a court having jurisdiction.

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.

issued to Mountain State Cellular, 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.

issued to Mountain State Cellular, 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

- (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.

issued to Mountain State Cellular, Inc by New Hampshire Insurance Company.

NORTH DAKOTA 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 Coverage Part and:
 - a. The loss arose out of domestic violence; and
 - b. The perpetrator of the loss is criminally prosecuted for the act causing the loss.
 3. If we pay a claim pursuant to Paragraph **2.**, our payment to the insured is limited to that insured's ownership 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:
The following is added to Paragraph **1. Transfer of Your Rights of Recovery Against Others To Us** of Section **D. ADDITIONAL CONDITIONS**:
If we pay an innocent co-insured victim of domestic violence 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 perpetrator of the domestic violence 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.

issued to Mountain State Cellular, 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.

issued to Mountain State Cellular, 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.

issued to Mountain State Cellular, 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.

issued to Mountain State Cellular, Inc by New Hampshire Insurance Company.

SOUTH DAKOTA 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. We may cancel this policy by mailing or delivering to you written notice of cancellation at least 20 days before the effective date of cancellation.

After 60 days from the effective date of policy issuance a notice of cancellation may not be issued unless it is based upon at least one of the following reasons as stated in South Dakota law:

- (1) Nonpayment of premium;
- (2) Discovery of fraud or material misrepresentation made by or with the knowledge of the Named Insured in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
- (3) Discovery of acts or omissions on the part of the Named Insured 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;
- (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) A determination by the director of insurance that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of South Dakota;
- (7) Your violation or breach of any policy terms or conditions; or
- (8) Such other reasons as are approved by the director of insurance.

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;
2. The action is brought within 6 years after you first have knowledge of the direct loss or damage.

C. 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 the loss both parties may agree to an appraisal of the loss. 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 the amount of loss. If they fail to agree, they will submit their differences to the umpire. Any outcome of the appraisal will not be binding on either party. Each party will:

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

If we submit to an appraisal, we will 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.

issued to Mountain State Cellular, 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.

issued to Mountain State Cellular, 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.

issued to Mountain State Cellular, Inc by New Hampshire Insurance Company.

UTAH CHANGES

This endorsement modifies insurance provided under the following:

COMMUNICATIONS EQUIPMENT CERTIFICATE CONDITIONS

A. Paragraphs 9. and 10 are added to Section A. CANCELLATION AND MATERIAL CHANGES as follows:

9. If this policy has been in effect for more than 60 days or if this is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- a.** Nonpayment of premium;
- b.** Material misrepresentation;
- c.** Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or
- d.** Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

10. Notice of cancellation must be delivered or mailed by first-class mail.

B. Paragraphs 3. and 5. of Section B. DUTIES IN THE EVENT OF LOSS are deleted in their entirety and replaced with the following:

3. Report the loss or damage promptly to us not later than sixty (60) days from the date of loss or damage. Include a description of the property involved. 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.

You may fulfill this requirement by mailing the notice to us, postage prepaid, through first class mail deposited in a United States PostOffice.

5. Provide us with a detailed signed, sworn proof of loss statement containing the information we request to settle the claim, 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.

We will, on request, promptly furnish you with any necessary forms and instructions.

Failure to send the requested proof of loss within 60 days does not invalidate your claim, if you show that it was not reasonably possible to do so and that you submitted the proof of loss to us as soon as reasonably possible.

You may fulfill this requirement by mailing the notice to us, postage prepaid, through first class mail deposited in a United States Post Office.

- C. Paragraphs 2. and 3. of Section D. **ADDITIONAL CONDITIONS** are deleted in their entirety and replaced with the following:

2. Concealment, Misrepresentation Or Fraud

This Coverage Part may be voided in the event of fraud or misrepresentation by you relating to:

1. This Coverage Part;
2. The Covered Property; or
3. Your interest in the Covered Property,

subject to the following provisions of Utah Code Section 31A-21-105:

- a. No statement, representation, or warranty made by any person representing us in the negotiation for an individual insurance contract affects our obligations under this Coverage Part unless the statement, representation, or warranty is stated:

- (1) In this Coverage Part; or
- (2) In a written application signed by you.

No person, except you or another person by your written consent may alter the application, other than for administrative purposes in a way which is clearly not ascribable to you.

- b. You, your assignee and the loss payee, mortgagee or lienholder, if any, under property insurance, may request, in writing, from us a copy of the application, if:

- (1) This Coverage Part or a copy of the application has not been received; or
- (2) This Coverage Part has been reinstated or renewed without the attachment of a copy of the original application.

If we do not deliver or mail a copy of the application, within 30 days after receipt of the request by us or our agent, nothing in the application affects our obligations under this Coverage Part to the person making the request.

- c. Except as provided in f. below, no misrepresentation or breach of an affirmative warranty affects our obligations under this Coverage Part unless:

- (1) We rely on it and it is either material or is made with intent to deceive; or
- (2) The fact misrepresented or falsely warranted contributes to the loss.

- d. No failure of a condition prior to the loss, and no breach of a promissory warranty, affects our obligations under this Coverage Part unless it:

- (1) Exists at the time of the loss; and
- (2) Either:
 - (a) Increases the risk at the time of the loss; or
 - (b) Contributes to the loss.

However, this Paragraph d. does not apply to nonpayment of premium.

- e. Nondisclosure of information not requested by us is not a defense to an action against us. Failure to correct within a reasonable period of time any representation that becomes incorrect because of changes in circumstances is misrepresentation, not nondisclosure.

- f. If, after we issue this Coverage Part, we acquire knowledge of sufficient facts to constitute a general defense to all claims under this Coverage Part, the defense is only available if, within 60 days after acquiring such knowledge we notify the insured of our intention to defend against a claim if one should arise. However, in order to continue this Coverage Part, we and the insured may both agree to endorse it to include specific exceptions or modifications.

For purposes of this Paragraph f., we are to be considered as having acquired knowledge only if the information alleged to give rise to such knowledge was disclosed to us or to our agent in connection with communications or investigations associated with the Coverage Part under which the subject claim arises.

- g. No trivial or transitory:

- (1) Breach of; or

- (2) Noncompliance with;

any of the above provisions is a basis for avoiding 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 a legal action against us under this Coverage Part unless 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.

issued to Mountain State Cellular, 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.

issued to Mountain State Cellular, 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.

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

issued to Mountain State Cellular, Inc by New Hampshire Insurance Company.

WEST VIRGINIA CHANGES

This endorsement modifies insurance provided under the following:

COMMUNICATIONS EQUIPMENT CERTIFICATE CONDITIONS

- A. Paragraph 6. of Section A. **CANCELLATION AND MATERIAL CHANGES** is deleted in its entirety.
- B. 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 fifteen (15) working 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".
- C. Paragraph 10. of Section D. **ADDITIONAL CONDITIONS** is deleted in its entirety and replaced with the following:

10. Appraisal

If we and you shall fail to agree as to the actual cash value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within twenty days of such demand. The appraisers shall first select a competent and disinterested umpire; and failing for fifteen days to agree upon such umpire, then on request of you or us, such umpire shall be selected by a judge of a court of record in the state in which the property covered is located. The appraisers shall then appraise the loss, stating separately the actual cash value and amount of loss to each item; and, failing to agree, shall submit their differences, only, to the umpire.

A written 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.

issued to Mountain State Cellular, Inc by New Hampshire Insurance Company.

WISCONSIN 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 you; and
 - b. With the intent to cause a loss.
 2. However, this exclusion will not apply to deny coverage to an innocent co-insured victim of domestic abuse who did not cooperate in or contribute to the creation of the loss, provided the loss is otherwise covered under this Coverage Form and is proximately related to and
 - a. The loss arose out of an act or pattern of abuse or domestic abuse; and
 - b. The perpetrator of the loss is criminally prosecuted for the act or acts causing the loss.
 3. If we pay a claim pursuant to Paragraph 2., our payment to the innocent insured is limited to that insured's ownership 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 Limits of Insurance.
2. The COMMUNICATIONS EQUIPMENT CERTIFICATE CONDITIONS is modified as follows:
 - A. Paragraph 2 of Section **A. Cancellation and Material Changes** is deleted and replaced by the following:
 2. We may cancel this policy by mailing or delivering to you written notice of cancellation at least 10 days before the effective date of cancellation.
If this policy has been in effect for less than 60 days and is not a renewal policy, we may cancel for any reason.
If this policy has been in effect for 60 days or more, except as provided in Paragraph 9. below, we may cancel this policy only for one or more of the following reasons:
 - a. The policy was obtained by material misrepresentation;
 - b. There has been a substantial change in the risk we originally assumed, except to the extent that we should have foreseen the change or considered the risk in writing the policy;
 - c. There have been substantial breaches of contractual duties, conditions or warranties;
or
 - d. Nonpayment of premium.

If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, the notice of cancellation will state the reason for cancellation.

B. The following is added to Section A. Cancellation and Material Changes:

9. Anniversary Cancellation

If this policy is written for a term of more than one year or has no fixed expiration date, we may cancel this policy for any reason by mailing or delivering to you written notice of cancellation at least 60 days before the anniversary date of the policy. Such cancellation will be effective on the policy's anniversary date.

We may cancel this policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of cancellation contains an offer to continue the policy with us if we receive a written request from you prior to the date of cancellation.

C. The following is added to Section A. Cancellation and Material Changes:

1. We may rescind this policy because of the following:

- a.** Misrepresentation made by you or on your behalf in the negotiation for or procurement of this Coverage Part, if the person knew or should have known that the representation was false;
- b.** Breach of affirmative warranty made by you or on your behalf in the negotiation for or procurement of this Coverage Part;
- c.** Failure of a condition before a loss if such failure exists at the time of loss; or
- d.** Breach of a promissory warranty if such breach exists at the time of loss.

2. We may not rescind this policy:

- a.** For the reasons in Paragraphs **C.1.a.** and **C.1.b.** unless:
 - (1)** We rely on the misrepresentation or affirmative warranty and the misrepresentation or affirmative warranty is either material or made with intent to deceive; or
 - (2)** The facts misrepresented or falsely warranted contribute to the loss.
- b.** For the reasons in Paragraphs **C.1.c.** and **C.1.d.** unless such failure or breach:
 - (1)** Increases the risk at the time of loss; or
 - (2)** Contributes to the loss.

3. If we elect to rescind this policy, we will notify you of our intention within 60 days after acquiring knowledge of sufficient facts to constitute grounds for rescission.

D. Paragraph 1. Transfer Of Your Rights Of Recovery Against Others To Us of Section D. Additional Conditions is amended to include the following:

If we pay an insured for a loss to an innocent co-insured as described in Paragraph 2. of Section 1. of this endorsement, the rights of the insured to recover damages from the perpetrator are transferred to us to the extent of our payment. Following the loss, the insured may not waive such rights to recover against the perpetrator.

We will be entitled to any recovery only after you have been fully compensated for damages.

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

- 1. No misrepresentation and no breach of affirmative warranty made by you or on your behalf in the negotiation for or procurement of this Coverage Part affects our obligations unless, if a misrepresentation, the person knew or should have known that the representation was false, and unless:**

- a. We rely on the misrepresentation or affirmative warranty and the misrepresentation or affirmative warranty is either material or made with intent to deceive; or
 - b. The facts misrepresented or falsely warranted contribute to the loss.
- 2. No failure of a condition before a loss and no breach of a promissory warranty affects our obligation under this Coverage Part unless such failure or breach exists at the time of loss and either:
 - a. Increases the risk at the time of loss; or
 - b. Contributes to the loss.

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.

ESECURITEL SERVICE WARRANTY PROGRAM
WIRELESS DEVICE SERVICE CONTRACT/EXTENDED LIMITED WARRANTY

The terms “You”, “Your”, and “Subscriber” refer to the purchaser of this service contract or extended limited warranty (hereinafter referred to as “Agreement”). The terms “We,” “Us,” “Our”, “Obligor”, and “eSecuritel” refer to the provider of this Agreement. eSecuritel Holdings, LLC is the provider and obligor in all states except Florida and Oklahoma where Lyndon Southern Insurance Company is the provider and obligor. eSecuritel Holdings, LLC is the administrator of this Agreement. This Agreement is not an insurance policy.

1. **SERVICE CONTRACT OR EXTENDED LIMITED WARRANTY:** If you purchased this Agreement, as stated on the receipt, in Connecticut, the District of Columbia, Florida, Indiana, Louisiana, Maine, Massachusetts, Michigan, New Jersey, North Carolina, Pennsylvania, Rhode Island, South Dakota or Wisconsin, this Agreement is an extended limited warranty. Otherwise, it is a service contract.

2. **COVERAGE:** In exchange for a Service Fee paid in accordance to the Payment Terms, we agree to repair or replace the Wireless Device (“Covered Product”) listed in the Service Contract or Extended Limited Warranty Application (the “Application”) if, under normal conditions and use, the Wireless Device fails to operate properly due to manufacturer’s defects or workmanship (the “Covered Causes”). All Wireless Devices replaced under this Agreement shall become the property of the Obligor. In order to obtain a replacement or repair, You must:

(a) Call (877) 412 - 5188 within sixty (60) days of the date your Covered Product first fails to operate properly and receive replacement or repair authorization. You will be required to provide the enrolled Subscriber and Wireless Device information, including the make, model, IMEI/ESN/MEID, description of the Covered Cause, and if requested by eSecuritel, proof of ownership of the Wireless Device and any other reasonably requested documentation and verification.

(b) You must provide all required information pertaining to the Covered Product and Cause within sixty (60) days of initially reporting the claim, and if approved, take possession of the replacement device or have your wireless device repaired within sixty (60) days of the approval.

(c) Upon eSecuritel’s request, you must take the Covered Product to an Authorized Service Center for inspection and/or repair.

If a replacement wireless device is provided, return the claimed Covered Product as directed upon receipt of the replacement wireless device.

(d) Be a valid, active, and current Subscriber of MyBullFrog.com.

(e) Not have any outstanding debts or fees owed to eSecuritel Holdings, LLC or the Obligor.

Parts and service covered under any manufacturer, wireless service provider, or wireless retailer recall or warranty will be provided under that recall or warranty, as applicable. In neither circumstance will coverage be provided under this Agreement. Purchase of this Agreement is not required in order to purchase or obtain financing for the Covered Product.

“Covered Product” means the eligible 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 when the Wireless Device first fails to operate properly. To be considered covered property, the wireless device must have logged outgoing airtime with your Wireless Service Provider after the request for coverage for the Covered Product and within sixty (60) days prior to reporting the Wireless Device failure, and for which You can provide Us proof of ownership.

3. **ELIGIBILITY:**

Only wireless communication devices purchased from MyBullFrog.com or provided to the Subscriber as a replacement device as a result of a claim against this Service Warranty Program, Smart Protection Program or the Manufacturer’s Warranty are eligible for coverage. You must be able to provide a valid proof of ownership at the time of purchase and/or claim.

As the program provider, eSecuritel Holdings, LLC accepts applications at its sole discretion. The Subscriber must not be in breach of any material term of or have engaged in fraud with respect to this Agreement at any time.

(a) By entering this Agreement, You, the Subscriber, understand and authorize eSecuritel to access your account records with your Wireless Communications Service Provider to validate your enrollment and claim eligibility.

(b) We may contact you regarding your coverage, enrollment, and/or claims via Short Message Service (SMS) text messaging. You will assume any and all fees assessed by your wireless carrier for the SMS text messages. You may opt out of SMS messaging by updating your account on www.esecuritel.com/smartprotection or sending your request via mail to eSecuritel.

4. EFFECTIVE PERIOD OF COVERAGE:

This Agreement shall become effective upon the Subscriber's payment of the Service Fee (the "Service Fee") due upon purchase date of this Agreement.

YOUR COVERAGE FOR THE COVERED CAUSES UNDER THIS AGREEMENT SHALL BECOME EFFECTIVE IMMEDIATELY IF YOU PURCHASED THE COVERED PRODUCT AS NEW, IN ORIGINAL PACKING, OR CERTIFIED LIKE NEW FROM MYBULLFROG.COM AND AT THE SAME TIME YOU PURCHASED THIS AGREEMENT. OTHERWISE, COVERAGE WILL BEGIN THIRTY (30) DAYS AFTER THE AGREEMENT PURCHASE.

5. TERM AND RENEWAL:

You may purchase this Agreement in **monthly** increments or for a period of **12 or 20 months** ("Term Period"). If You elect monthly term periods, You understand and agree that this Agreement will be automatically renewed for successive Term Periods on a continuous basis unless You or We terminate this Agreement pursuant to Section "CANCELLATION/ TERMINATION AND REFUNDS". The Subscriber's failure to pay Service Fee in advance or ceasing to be an active subscriber of the Smart Protection Program, regardless of cessation reason, is considered termination of the Agreement by the Subscriber and the Agreement may not be renewed.

No party is obligated to renew this Agreement. Prices, conditions and limitations of this Agreement may change upon renewal. By purchasing this service contract or extended limited warranty, You agree that You may be contacted regarding renewals and upgrade plans.

6. CHANGE IN COVERED PRODUCT:

This Agreement only provides coverage for the Wireless Device listed on the initial Application. If a change in the Wireless Device being used on your account occurs, you must apply for coverage of the new wireless device. Such Wireless Device will be subject to the Agreement terms and conditions under

the Agreement for that Wireless Device at the time of request for a change in Covered Product, which may include a higher fee and/or deductible and/or a wait period for coverage. If you continue to pay Service Fee fees after we have been notified of such change in Covered Product or a change in Covered Product results from a claim against this Agreement or the Smart Protection Program, You have agreed to all changes to coverage, premium, and deductibles. Changes to Covered Product are subject to approval by eSecuritel; You will be notified within 30 days of request if such change was denied.

7. REPAIR OR REPLACEMENT PRODUCTS:

At Our sole discretion, we may replace or repair the Covered Product. If we elect to replace the Covered Product and the identical make and model is no longer available or unavailable in inventory, we will replace it with a product of comparable functionality. In all cases, we will determine product comparability, including functionality at Our sole discretion. Technological advances and product availability may result in a replacement product with a lower selling price than the original product. At Our option, a replacement product may be either new or refurbished and of a different brand, model, and/or color. Non-original manufacturer parts may be used in refurbished products or to repair the Covered Product.

In the event a comparable replacement device per Our assessment is not available or the Covered Product is irreparable, we may provide cash reimbursement or voucher for replacement equipment, not to exceed the lesser of retail purchase price You paid for the original covered product or the cost of a replacement product of like kind and quality, less any deductible. If you are eligible for a cash reimbursement, you will be required to provide proof of purchase for the replacement equipment.

8. PAYMENT AND FEES:

(a) **Payment:** For each Term Period You desire coverage under this Agreement, You shall remit to Us a Service Fee, also referred to as Premium, payable in accordance to these Payment Terms ("Payment Terms"). Your Service Fee is based on the new non-discounted, non-subsidized retail price of the make and model of the Covered Product at the time You purchased the covered device and the length of Your Term Period. Refer to the following table for Your Service Fee.

New Retail Price	Term Period		
	Monthly	12 Months	20 Months
\$0 - \$349.99	\$0.96	\$11.12	\$19.20
\$350.00 - \$499.99	\$0.96	\$11.12	\$19.20
\$500.00 - \$599.99	\$0.96	\$11.12	\$19.20
\$600.00 - \$1,000.00	\$0.96	\$11.12	\$19.20

If you elect **monthly** Term Periods, You shall remit the Service Fee **monthly** to eSecuritel via the credit card You provided or another acceptable payment option indicated by eSecuritel. Your credit card will be automatically charged **monthly** by eSecuritel in advance of your Term period. If you elect the **12 or 20 months** of coverage, you will remit the entire Service Fee to MyBullFrog.com at the time of the Agreement purchase. The Term Period and Service Fees payable are inclusive of the manufacturer's warranty period.

(b) Deductible/Processing Fee Per Replacement or Repair: The Subscriber shall pay a non-refundable deductible on a per occurrence basis prior to receiving any repair or replacement equipment for the Covered Product (the "Deductible"). Your Deductible is based on the new non-discounted, non-subsidized retail price of the make and model of the Covered Product at the time You purchased the Covered Product. Refer to the following table for Your Deductible.

New Retail Price	Deductible
\$0 - \$349.99	\$49.00
\$350.00 - \$499.99	\$119.00
\$500.00 - \$599.99	\$149.00
\$600.00 - \$1,000.00	\$199.00

(c) Failure to Return Equipment/Non-return Charge: If your replacement device is mailed to you, the Covered Product approved for replacement must be returned to Us at Our shipping expense within fifteen (15) days of receipt. Otherwise, You must surrender the Covered Product immediately upon receipt of replacement device to the Authorized Service Location providing the replacement device and you must solely bear the costs of transporting the Covered Product to the Authorized Service Location. You must return the Covered Product as directed by Us, or pay the non-returned equipment charge applicable to the model of Covered Product that We replace. The non-return fee will be less than or equal to the cost to eSecuritel to replace the Covered Product less any Deductible received.

(d) Invalid Claim: If, within the latter of twenty (20) days after the Subscriber receives the replacement equipment or eSecuritel receives the claimed Covered Property, eSecuritel determines, in its sole discretion, that the Subscriber's replacement coverage claim is not for a Covered Cause under this Agreement, the Subscriber's Account shall automatically be charged for an amount not to exceed the manufacturer's suggested retail price of the replacement equipment less any Deductible received.

9. LIMITATION OF LIABILITY AND

EXCLUSIONS: eSecuritel's liability hereunder shall be limited to the cost of **two (2)** repairs and device replacements within any **12 month period** and in no event shall the cost of such replacement equipment for the Wireless Device exceed the Maximum Benefit of **\$1,000.00** per claim occurrence. If You have exhausted the allowable number of claims, the service fee is fully earned.

This Agreement does not cover the following:

- (a) Products owned or operated outside any state or territory of the United States, the District of Columbia, or Canada;
- (b) Any and all pre-existing conditions or defects that exist before the effective date of this Agreement;
- (c) Products with altered or removed serial numbers;
- (d) Products used for commercial or rental purposes;
- (e) Any failure resulting from any cause other than normal use and operation of the Wireless Device in accordance with the manufacturer's specifications and owner's manual, including, without limitation, damages or injury caused in whole or in part by acts of God, theft, loss, accident, neglect, abuse, intentional misuse, negligence, mishandling, misuse, vandalism, insects, vermin, wild animals, power failure, power surge, power reduction, software viruses or exposure to weather conditions, including exposure to extreme changes in temperature or humidity;
- (f) Cosmetic damage or other damage that does not affect functionality of the Wireless Device, including, without limitation, changes in color, texture, finish, extraction, or contraction of, scratches to, abrasions to, chipping of, cracking of or impact damage to the Wireless Device;
- (g) Preventative maintenance;
- (h) Batteries, chargers and car kits;
- (i) Data lost, corrupted, damaged or otherwise unusable;
- (j) Claim due to diminished battery life;
- (k) Accessories that are non-essential to the functioning of the product;
- (l) Software including, but not limited to, personalized data or customized software, such as personal information managers (PIMs), ring tones, games or screen savers;
- (m) Any alteration, adjustment, modification, installation, disassembling, repair, servicing or maintenance performed on or to the Wireless Device by any person other than eSecuritel or its authorized representatives;
- (n) Claimed obsolescence of the Wireless Device including technological obsolescence;

- (o) The Subscriber's failure to use reasonable means to protect the Wireless Device from further damage after a failure occurs; or
- (p) Wireless communication devices that are not purchased from MyBullFrog.com or its authorized dealers.

UNDER NO CIRCUMSTANCES SHALL ESECURITEL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES, WHETHER ARISING DIRECTLY OR INDIRECTLY FROM THE FAILURE OF THE COVERED PRODUCT, DELAYS IN REPLACEMENT OF THE WIRELESS DEVICE OR FROM ANY OTHER CAUSE WHATSOEVER, WHETHER SUCH CLAIM IS BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO THE SUBSCRIBER IF THE SUBSCRIBER LIVES IN SUCH STATE.

10. NO TRANSFER; NO THIRD PARTY BENEFICIARIES: This Agreement and any rights and remedies of the Subscriber hereunder shall inure solely to the benefit of the Subscriber and nothing herein is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement and any rights or remedies of the Subscriber hereunder are non-transferable by the Subscriber and do not cover any claim made under this Agreement by any other person or entity, and any attempt by the Subscriber to transfer or assign this Agreement or any rights or remedies of the Subscriber hereunder shall be null and void and of no force or effect.

11. CANCELLATION/TERMINATION AND REFUNDS:
(a) The Subscriber may cancel this Agreement at any time for any reason by calling eSecuritel at (877) 412 - 5188 or delivering advance written notice of cancellation to eSecuritel Cancellation Department, P.O. Box 03, Alpharetta, GA 30009. Your right to void this Agreement during the first 30 days following receipt is not transferable and applies only to the original Agreement purchaser. eSecuritel may cancel this Agreement immediately for any reason by notifying You in writing. Any cancellation of this

Agreement by eSecuritel shall be in accordance with applicable state laws and regulations.

(b) Unless otherwise required under applicable law, if the Subscriber or eSecuritel cancels this Agreement within thirty (30) days after the Subscriber purchases this Agreement and the Subscriber has not made a claim under this Agreement, the Agreement is considered void and eSecuritel shall remit to the Subscriber a full refund of the Service Fees paid by the Subscriber under this Agreement.

(c) Unless otherwise specified under applicable law, if the Subscriber or eSecuritel cancels this Agreement within thirty (30) days after the Subscriber purchases this Agreement and the Subscriber has made a claim under this Agreement, eSecuritel shall remit to the Subscriber a full refund of the Service Fees paid by the Subscriber under this Agreement less the value of any replacement equipment provided for such claim by eSecuritel to the Subscriber.

(d) Unless otherwise required under applicable law, if the Subscriber or eSecuritel cancels this Agreement more than thirty (30) days after the Subscriber purchases this Agreement, eSecuritel shall remit to the Subscriber the Service Fees paid by the Subscriber under this Agreement allocable to the remainder of the term of this Agreement, prorated on a monthly basis, less the value of any replacement equipment previously provided by eSecuritel to the Subscriber under this Agreement.

(e) For residents of the states of Alabama, Arkansas, California, Hawaii, Maryland, Minnesota, Missouri, Nevada, New Mexico, New York, South Carolina, Texas, Washington and Wyoming at the time of cancellation of this Agreement, if eSecuritel fails to remit to the Subscriber any amounts due and owing from eSecuritel to the Subscriber under this Section within thirty (30) days after the effective date of cancellation of this Agreement, eSecuritel shall remit to the Subscriber the amount due and owing from eSecuritel plus an additional ten percent (10%) of such amount for each month eSecuritel fails to remit to the Subscriber such amount.

12. DISPUTE RESOLUTION: THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT REQUIRES THE SUBMISSION OF ANY DISPUTED CLAIM TO ARBITRATION. Any and all claims, 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) arising out of, relating to, or in connection with (1) this Agreement, (2) the relationships which result from this Agreement, including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement or this arbitration provision or (3) the validity, scope or enforceability of this arbitration provision or the entire

Agreement (“Claim”) shall be resolved, on an individual basis without resort to any form of class action or class arbitration, by final and binding arbitration before a single arbitrator. (Notwithstanding the Dispute Resolution provision of this contract, You may, at Your option, still take Your Claim to small claims court, on an individual, non class action basis, instead of requesting an arbitration.) 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 Claim is filed. The Rules and Procedures, as well as forms and information on arbitration in general may be obtained by calling (800) 778-7879, or by visiting AAA’s Web site at www.adr.org. Any arbitration which You attend will take place at a location within the federal judicial district that includes Your billing address at the time the Claim is filed. Upon written request, We will advance to You either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether You or We will ultimately be responsible for these fees. The arbitrator shall apply relevant, substantive law and applicable statutes of limitation and shall provide written reasoned findings of fact and conclusions of law. This arbitration Agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1, et. seq. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the arbitration provision. YOU AND WE UNDERSTAND AND AGREE THAT BECAUSE OF THIS ARBITRATION CLAUSE NEITHER YOU NOR WE WILL HAVE THE RIGHT TO GO TO COURT, OR TO HAVE A JURY TRIAL, OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM. YOU MAY, HOWEVER, AT YOUR OPTION, PURSUE YOUR CLAIM ON AN INDIVIDUAL BASIS IN SMALL CLAIMS COURT INSTEAD OF REQUESTING ARBITRATION.

13. **NOT A CONTRACT OF INSURANCE:** This Agreement is not an insurance policy or a contract of insurance. In all states except CA, CT, FL, GA, OK, UT, and WI, the obligations of eSecuritel under this Agreement are backed by the full faith and credit of the provider’s parent company Brightstar Corp. (9725 NW 117th Ave, #300, Miami, FL 33178 1-304-421-6000). In those specific states, the obligations of eSecuritel under this Agreement are insured pursuant to a service contract reimbursement insurance policy issued to eSecuritel. If eSecuritel does not perform its obligations hereunder within sixty (60) days after the Subscriber files a claim with eSecuritel, the

Subscriber is entitled to file a claim directly with insurer indicated for the customer’s state at the below address.

(a) GA Customers: Insurance Company of the South, 10151 Deerwood Park Blvd, Bldg. 100 Ste. 330, Jacksonville, FL 32256 (1-800-888-2738)

(b) CA & WI Customers: Dealer Assurance Company, 3518 Riverside Drive, Upper Arlington, OH 43221 (1-800-282-8913)

(c) CT, FL, OK, and UT Customers: Lyndon Southern Insurance Company of the South, 10151 Deerwood Park Blvd, Building 100, Ste 330, Jacksonville, FL 32256 (1-800-888-2738)

14. **SELLER.** The Seller of this Agreement is as listed on your receipt.

15. **STATE SPECIFIC VARIATIONS.** The following state specific variations shall control if inconsistent with any other terms or conditions of this Agreement:

(a) **Arizona Resident at Time of Purchase.** We will not cancel or void this Agreement due to preexisting conditions, prior use or unlawful acts relating to the Covered Product or misrepresentation by Us or Our subcontractors. Neither We, Our assignees, nor Our subcontractors will cancel or void coverage under this Agreement due to Our failure to provide correct information or Our failure to perform the services provided in a timely, competent, and workmanlike manner. If this Agreement is terminated prior to its expiration, no deductions for claims fulfilled will be made to Your refund.

(b) **Arkansas Customers.** If We cancel this Agreement, We will mail the Subscriber a written notice at least fifteen (15) days prior to the effective date of cancellation to the Subscriber’s last address listed in Our records. Such notice shall include the effective date of cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Service Fee, a material misrepresentation by the Subscriber, or a substantial breach of duties by the Subscriber relating to the Covered Product or its use.

(c) **California Customers.** Section “CANCELLATION/TERMINATION AND REFUNDS” is removed and replaced with the following: If the Subscriber cancels this Agreement within thirty (30) days of receipt of Agreement, eSecuritel shall remit to the Subscriber a full refund of the Service Fees paid by the Subscriber for this Agreement less the value of any replacement or repair services received. If the Subscriber cancels this Agreement after thirty (30) days of receipt of Agreement, eSecuritel shall remit to the Subscriber the Service Fees paid by the Subscriber under this Agreement allocable to the remainder of the coverage term, prorated on a monthly

basis, less the sum of (i) the value of any replacement or repair services received and (ii) an administrative fee not to exceed ten percent (10%) of the Service Fee paid by the Subscriber under this Agreement or twenty-five dollars (\$25.00), whichever is less. Section "DISPUTE RESOLUTION" does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Electronic and Appliance Repair ("BEAR"). To learn more about this process, the Subscriber may (i) contact BEAR at 1-800-952-5210, (ii) write to the California Department of Consumer Affairs, 3485 Orange Grove Avenue, North Highlands, California 95660, or (iii) visit BEAR's website at www.bear.ca.gov.

(d) Connecticut Customers. In the event of a dispute with eSecuritel under this Agreement, the Subscriber may file a written complaint with the State of Connecticut Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. Such written complaint must contain a description of the dispute, the price of the Covered Product and cost of repair, and a copy of this Agreement. If the Subscriber returns the covered Wireless Device, the Subscriber may cancel this Agreement pursuant to Section "CANCELLATION/TERMINATION AND REFUNDS".

(e) Florida Customers. Section "Cancellation/TERMINATION and REFUNDS" is removed and replaced with the following: If the Subscriber cancels this Agreement, eSecuritel shall remit to the Subscriber a refund of ninety percent (90%) of the unearned Service Fee, prorated on a monthly basis, less the value of any replacement equipment provided by eSecuritel to the Subscriber. If eSecuritel cancels this Agreement, eSecuritel shall remit to the Subscriber one hundred percent (100%) of the Service Fees paid by the Subscriber under this Agreement allocable to the remainder of the term of this Agreement, prorated on a monthly basis. Section "DISPUTE RESOLUTION" shall not apply.

(f) Georgia Customers. Your initial wait period for coverage will not exceed 30 days. You and We understand and agree that any claim must first be submitted to non-binding arbitration pursuant to procedures set forth in Section 12 of this Agreement. Any suit brought will be subject to a stay of the proceeding pending arbitration. Should the attempt to resolve the claim through arbitration prove unsuccessful, then You or We will have the right to submit a claim to a court in the county in which You reside. If this agreement is terminated prior to its expiration, We will not deduct claims paid from any

refund owed. We may only terminate this Agreement before the end of the agreement term on the grounds of nonpayment, material misrepresentation or in the event of fraud. The termination shall be in writing and shall conform to the requirements of Georgia Code § 33-24-44. Section 9(b) is removed and replaced by the following: Any and all pre-existing conditions with respect to the Wireless Device known by the Subscriber that occur before the effective date of this Agreement.

(g) Missouri Customers. If this Agreement is terminated prior to its expiration, no deductions for claims fulfilled will be made to Your refund.

(h) Montana Customers. If We cancel this Agreement, We will mail the Subscriber a written notice at least five (5) days prior to the effective date of cancellation to the Subscriber's last address listed in Our records. Such notice shall include the effective date of cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Service Fee, a material misrepresentation by the Subscriber, or a substantial breach of duties by the Subscriber relating to the Covered Product or its use.

(i) Nevada Customers. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Nevada. All references to "Georgia" in this Agreement, with regard to the governance, construction, and enforcement of this Agreement, are hereby replaced with "Nevada".

Section 2 "Coverage" (f) is removed in its entirety for Nevada customers.

Section 8 "Payment and Fees" refers to a "non-refundable Enrollment Fee", any reference to a "non-refundable Enrollment Fee" is removed. For Nevada customers, if you paid an Enrollment Fee or Activation Fee, or another fee of a similar nature, pursuant to this Agreement, then such a fee is hereby considered a part of the Service Fee and is deemed to be refundable in the same manner as the Service Fee, pursuant to the provisions of this Agreement that pertain to the Service Fee.

If this Agreement has been in effect for at least seventy (70) days, eSecuritel may not cancel this Agreement unless: (i) the Subscriber fails to pay an amount when due, (ii) the Subscriber is convicted of a crime which results in an increase in the service required under this Agreement (iii) eSecuritel discovers (A) fraud by the Subscriber or a material misrepresentation by the Subscriber in obtaining this Agreement or in filing a claim for service hereunder, (B) the Subscriber commits any act, omission or violation of any condition of this Agreement after the effective date of this Agreement which substantially and materially increases the service required under this Agreement or (iv)

a material change in the nature or extent of the required service occurs after the effective date of this Agreement which causes the required service to be substantially and materially increased beyond that contemplated at the time that this Agreement was sold to the Subscriber. If this Agreement is terminated prior to its expiration, either by Subscriber or by eSecuritel, no deductions for claims fulfilled will be made to Your refund. If eSecuritel cancels this Agreement, eSecuritel will provide at least 15 days written notice to the Subscriber.

(j) New Hampshire Customers. If the Subscriber does not receive satisfaction under this Agreement, the Subscriber may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301, 1-800-735-2964.

(k) New Mexico Customers. If this Agreement has been in effect for at least seventy (70) days, eSecuritel may not cancel this Agreement before the expiration of the agreed term or one year after the effective date of the service contract, whichever occurs first, unless: (i) the Subscriber fails to pay an amount when due, (ii) the Subscriber is convicted of a crime which results in an increase in the service required under this Agreement (iii) eSecuritel discovers (A) fraud by the Subscriber or a material misrepresentation by the Subscriber in obtaining this Agreement or in filing a claim for service hereunder, (B) the Subscriber commits any act, omission or violation of any condition of this Agreement after the effective date of this Agreement which substantially and materially increases the service required under this Agreement. If eSecuritel cancels this Agreement, eSecuritel will provide at least 15 days written notice to the Subscriber.

(l) North Carolina Customers. eSecuritel may not cancel this Agreement unless the Subscriber violates a term or condition of this Agreement or fails to pay the Service Fee when due.

(m) Oklahoma Customers. This Agreement is not issued by the manufacturer of or a wholesale company marketing the Wireless Device. This Agreement shall not be honored by such manufacturer or wholesale company. If the Subscriber cancels this Agreement, eSecuritel shall remit to the Subscriber a refund of ninety percent (90%) of the unearned Service Fee paid by the Subscriber under this Agreement allocable to the remainder of the term of this Agreement, prorated on a monthly basis, less the actual cost of any products or services provided. If eSecuritel cancels this Agreement, eSecuritel shall remit to the Subscriber one hundred percent (100%) of the unearned pro rata

Service Fees paid by the Subscriber under this Agreement less the actual cost of any products or services provided. Coverage afforded under this Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association.

(n) Oregon Customers. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Oregon. The Arbitration provision of this Contract is deleted in its entirety.

(o) South Carolina Customers. If this Agreement was purchased by the Subscriber in South Carolina, complaints or questions about this Agreement may be directed to the South Carolina Department of Insurance, Post Office Box 100105, Columbia, South Carolina 29202-3105, 1-800-768-3467.

(o) Texas Customers. If the Subscriber has any consumer complaints regarding this Agreement, the Subscriber may contact the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202.

(p) Utah Customers. This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. To obtain reimbursement for an emergency repair, please contact eSecuritel at (866) 277 – 6325. Coverage afforded under this Agreement is not guaranteed by the Utah Property and Casualty Guaranty Association.

If the Subscriber demonstrates that it was not reasonably possible to notify eSecuritel within sixty (60) days the Covered Product first failed, the claim is still valid so long as the Subscriber notifies eSecuritel as soon as reasonably possible.

Section “CANCELLATION/TERMINATION AND REFUNDS” is removed and replaced with the following: eSecuritel shall not cancel this Agreement except for: (i) fraud, material misrepresentation, or substantial breach of contractual duties, conditions, or warranties by the Subscriber, (ii) a substantial change in risk assumed, or (iii) the Subscriber’s failure to pay the Service Fee. Cancellation of this Agreement shall be in writing to the Subscriber ten days (10) days before the cancellation effective date for nonpayment of the Service Fee and thirty (30) days for other reasons.

Any matter in dispute between the Subscriber and eSecuritel shall be subject to Section “DISPUTE RESOLUTION” as an alternative to court action. Any decision reached by arbitration shall be binding upon both the Subscriber and eSecuritel. The arbitration award may include attorneys’ fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

Section “GOVERNING LAW” is removed and replaced with the following: This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah (without regard to its

conflicts or choice of laws principles that could or would cause the application of law any other state or jurisdiction).

(q) Washington Customers. Any limit to number of claims allowed as identified in Section "Limitation of Liability and Exclusions" does not apply to Washington customers. If We cancel this Agreement, We will mail You written notice of the cancellation including reason for and effective date at least twenty one (21) days prior to the effective date of such cancellation. The following is added to Section "Dispute Resolution": Nothing in Section "Dispute Resolution" shall invalidate Washington state law(s) which would otherwise be applicable to any arbitration proceeding arising from this Agreement.

(r) Wisconsin Customers. THIS AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE WISCONSIN COMMISSIONER OF INSURANCE. The Subscriber may, within fifteen (15) days of the delivery of this Agreement, reject and return this Agreement to eSecuritel for a full refund of the Service Fees paid by the Subscriber under this Agreement less actual costs or charges needed to issue and service this Agreement.

(s) Wyoming Customers. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Wyoming. If eSecuritel cancels this Agreement, eSecuritel shall deliver a written notice to the Subscriber at the last known address of the Subscriber contained in the records of eSecuritel at least ten (10) days before the cancellation effective date. Prior written notice of eSecuritel's cancellation of this Agreement is not required if the reason for cancellation is a nonpayment of the Service Fee, a material misrepresentation by the Subscriber, or a substantial

breach of duties by the Subscriber relating to the Wireless Device or its use. In the State of Wyoming, arbitration proceedings shall be conducted in accordance with the Wyoming Arbitration Act and arbitration can only be final and binding if agreed to by the parties involved in a separate written agreement.

15. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the Parties relating to the subject matter hereof, and all prior understandings, written or oral, with respect to the subject matter hereof, are superseded by this Agreement. This Agreement may not be modified, amended, waived or supplemented except as provided herein.

16. GOVERNING LAW. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia (without regard to its conflicts or choice of laws principles that could or would cause the application of law any other state or jurisdiction).

17. AMENDMENT; WAIVER. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless contained in a writing specifically referencing this Agreement and duly executed by the Party against whom enforcement of the amendment, modification, discharge or waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Neither the waiver by either of the Parties of a breach of or a default under any of the provisions of this Agreement, nor the failure by either of the Parties, on one or more occasions to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

OBLIGOR:

All States except FL,OK & WA

eSecuritel Holdings, LLC
P.O. Box 03
Alpharetta, Georgia 30009
(866) 277-6325

Florida and Oklahoma

Lyndon Southern Insurance Company
10151 Deerwood Park Boulevard
Building 100, Suite 330
Jacksonville, FL 32256

Washington

Dealers Alliance Corporation
3518 Riverside Drive
Upper Arlington, OH 43211