

IM441-1171 01 11

*Name and Address of Authorized Representative*

Karen Gallagher DBA

**Worth Avenue Group, LLC** ®

1401 S. Western Road

Stillwater, Oklahoma 74076-2137

1.800.620.2885

# Electronic Device Policy

With Accidental Damage

Underwritten by The Hanover Insurance Company



**TABLE OF CONTENTS**

The Insuring Agreement-----3  
Valuation and How Much We Pay-----3  
Losses We Will Not Cover-----4  
What To Do If You Have A Loss-----5  
General Rules and Conditions-----6  
Abandonment-----6  
Appraisal-----6  
Assignment-----6  
Benefit To Others-----6  
Cancellation-----6  
Misrepresentation, Concealment or Fraud-----7  
Nonrenewal-----7  
Pairs, Sets or Parts-----8  
Policy Changes-----8  
State Law-----8  
Subrogation-----8  
Suit Against Us-----8  
Your Coverage Begins-----8

**Introduction**

Your Electronic Device Policy will cover, if selected and shown on your declarations page, your iPad, iPod Touch, Gaming Console, E-Reader, TV, Camera/Camcorder, cell phone (which includes PDA's and Smart Phones), iPhone or laptop/desktop computer and peripherals. Laptop/desktop includes any type of laptop like netbooks or tablets. If you applied for and selected optional coverage, as shown on your declarations page, your policy might also cover your digital camera, iPod Touch, iPod, MP3 player or gaming consoles against a variety of losses. It is written in plain, easy-to-understand language. We encourage you to read it.

The words you, your and yours mean the persons or organizations named as the Named Insured in Item 1 on the Electronic Device Policy declarations page. We, us, our and ours mean the company, as indicated on the Electronic Device Policy declarations page, providing this coverage.

Your policy includes and your coverage is subject to an **Insuring Agreement**, an explanation of **What To Do If You Have A Loss**, and **General Rules and Conditions**. Your policy may also include one or more endorsements. An endorsement is a document which changes your policy. The agreements and endorsements made part of this policy at time of issue are listed in Item 4, Forms, Endorsements & Provisions on your declarations page.

The Coverage, Optional Coverage, Serials numbers and Limits of Insurance provided by your policy (if selected), the deductible amount, and your premium are displayed in Items 5, 6, 7 & 8 shown on your declarations page.

**This policy applies ONLY to loss occurring during the policy period as shown on your declarations page and only for the Coverage, Optional Coverage and Limits of Insurance as selected and shown on your declarations page.**

## The Insuring Agreement

**What This Agreement Covers:** We will cover direct physical loss caused by accidental damage, theft, fire, flood, vandalism, natural disasters and power surge due to lightning occurring during the policy period, to any of the following property which you own or have leased, including items entrusted to you, worldwide, as long as the items were in your possession and reported to us in writing and it is a coverage and optional coverage you have applied for, selected and is shown on your Common Declarations page of this policy under Item 5. Coverage and Item 7. Optional Coverage.

**Property We Will Not Cover:** The policy does not cover video games, DVD's, CD's, MP3 files, ring tones, applications, pictures and data. The policy also does not cover iPads, E-Readers, TV's, camera/camcorders, laptop/desktop computers and peripherals, cell phones (including PDA's and Smart Phones), iPhone, digital camera, iPod Touch, iPod, MP3, Gaming Consoles and any other items except you will have property coverage for those coverages and optional coverages that you have applied for and are selected and shown on your Common Declarations page of this policy under Item 5. Coverage and Item 7. Optional Coverage.

**Insurable Interest:** We do not cover more than your insurable interest in any property. Therefore, the limit of insurance must represent the replacement cost value of the property you are insuring.

**Valuation and How Much We Pay:** You can insure your iPad, E-Reader, TV, Camera/Camcorder, laptop/desktop computer and peripherals, cell phone, iPhone, digital camera, iPod Touch, iPod, MP3 player, or gaming consoles at replacement cost without deduction for depreciation, subject to the following.

- (1) We will pay the current cost of repair or replacement but not exceeding the smallest of the following amounts:
  - a) Replacement cost at the time of loss or adjustment;
  - b) The full cost of repair;
  - c) The limit of insurance applicable to the property under Item 5 or 7 of the Electronic Device Policy Declarations page;
  - d) Any special limits stated in the policy or declarations.
- (2) When we replace or repair the covered property it may be from the retailer or stock of the retailer from whom the covered property was purchased. If we determine this is not practical, a different retailer may be used at our discretion.

When the identical item is no longer manufactured or is not available, we will pay the lesser of the cost of a new article or refurbished article similar to that damaged or destroyed which is of comparable quality and usefulness, but in no

event will we pay more than the limit of insurance that applies to the covered property.

This agreement protects your covered property against direct physical loss or damage worldwide. In return for your premium, we will provide the protection stated in your Electronic Device Policy for the Coverage and Limits of Insurance as selected and shown on your Common Declarations page.

**Limit of Insurance:** The limit of insurance for your selected coverage or optional coverage, as shown on the declarations page, applies to all losses arising from any one event. Any amount we pay will not reduce your coverage for future losses.

**Your Deductible:** When you applied for this insurance, you selected a deductible. This deductible is shown on the declarations page. Your deductible applies first to each loss. Then we will pay any amount over this deductible up to the limit of insurance for your selected coverage.

**LOSSES WE WILL NOT COVER:**

**Corrosion & Rust:** We will not cover loss or damage caused by or resulting from corrosion, rust or changes in humidity or temperature

**Dishonest Acts:** We will not cover loss or damage caused by your dishonesty or anyone acting for you. Nor do we cover any loss or damage arising from your illegal acts whether committed alone or in collusion with others.

However, if the loss is caused by an act arising out of a pattern of criminal domestic violence and the perpetrator of the loss is criminally prosecuted for the act causing the loss, this exclusion does not apply to an otherwise covered loss suffered by another insured who did not cooperate in or contribute to the act that caused the loss.

**Electrical Breakdown:** We will not cover loss or damage to electrical equipment caused by electricity other than lightning. If a fire results, we will pay for the loss or damage caused by the fire.

**Intentional Acts:** We will not cover loss or damage caused by your intentional damage or destruction of property covered under this policy.

**Mechanical Breakdown:** We will not cover loss or damage caused by mechanical breakdown or system failure if not caused by accidental damage. If a fire or explosion ensues, we will pay for that loss or damage.

**Nuclear Hazard:** We will not cover loss or damage caused directly or indirectly by nuclear reaction, nuclear radiation, or radioactive contamination. Loss caused by nuclear hazard is not considered loss caused by fire, explosion, smoke or any

other insured peril. Direct loss by fire resulting from the nuclear hazard is covered.

**Theft From An Unattended Vehicle:** We will not cover loss or damage that is caused by or resulting from theft from an unattended vehicle except when it is securely locked, its windows are fully closed, and there is visible evidence that entry into the vehicle was forced.

**Unexplained Loss or Mysterious Disappearance:** We will not cover loss or damage caused by your inability to locate an item of property unless a reasonable explanation as to what might have happened supports that the property was stolen. If your property was stolen, you are required to notify the local police immediately upon discovery. This policy does not provide coverage if you fail to notify the police.

**War-Government Seizure:** We will not cover loss or damage caused directly or indirectly by: War (including undeclared war or civil war); or a warlike action by a military force; or invasion, insurrection, rebellion, revolution, or unlawful seizure of power including action taken by governmental authority to prevent or defend against any of these. We will not cover your property if it is seized or destroyed under quarantine or Customs regulations, or confiscated by any government or public authority.

**Wear & tear:** We will not cover loss or damage caused by or resulting from wear and tear, gradual deterioration, insect or vermin.

### **What To Do If You Have A Loss**

If you have a loss to property covered by this policy, you must:

- (1) notify the local police immediately upon discovery of the loss if the loss is a theft.
- (2) report the loss to us or our agent as soon as possible. We or our agent will supply you with a Loss Report form which you must complete.
- (3) do everything possible to protect the property from further loss.
- (4) separate the damaged property from the undamaged property.
- (5) show to us or our representative the damaged property and any records, such as sales receipts or UPC's from the original box, to prove your loss of the item(s) being claimed.
- (6) allow us to question you under oath about your claim and you must be willing to sign a copy of your answers to our questions.
- (7) send us or our agent a sworn Proof of Loss Statement. This statement gives us the details of damaged property.

## General Rules and Conditions

These general rules and conditions apply to your policy. Policies in some states differ and these exceptions to the general rules are shown where applicable.

### **ABANDONMENT:**

There will be no abandonment to us of any property.

### **APPRAISAL:**

If you and we do not agree on the amount of the loss or the value of covered property, either party may demand that these amounts be determined by appraisal.

If either makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, you or we can ask a judge of a court of record in the state where the property is located to select an umpire.

The appraisers will then determine and state separately the amount of each loss.

The appraisers will also determine the value of covered property items at the time of the loss, if requested.

If the appraisers submit a written report of any agreement to us, the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. Written agreement so itemized and signed by any two of these three, sets the amount of the loss.

Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by you and us.

### **ASSIGNMENT:**

This policy may not be assigned without our written consent.

### **BENEFIT TO OTHERS:**

Insurance under this coverage will not directly or indirectly benefit anyone having custody of your property.

### **CANCELLATION:**

You may cancel this policy at anytime. We have the same right.

To cancel, you must return the Declarations page to us or our agent. If you cannot return the Declarations page, you must tell us in writing the date which you want coverage to end. The date cannot be before the date of the writing.

If you cancel your policy within 30 days of receiving it, you will receive a full refund. Refunds after 30 days will be figured by the pro-rata method.

If we cancel the policy, we will mail notice to you at your last known mailing address at least 75 days before your coverage will end. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date. Mailing the notice will be proof that you were notified. You will get a refund of any unearned premium as promptly as possible. If we cancel, the refund will be pro rata. The termination of your coverage will be effective whether or not you have been paid the refund.

No policy which has been in effect for sixty days or more will be canceled by us except for one of the following reasons:

- a) nonpayment of premium;
- b) fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, or in presenting a claim under the policy;
- c) any insured violating any of the terms and conditions of the policy; or
- d) the risk originally accepted has substantially increased;

**MISREPRESENTATION, CONCEALMENT OR FRAUD:**

This policy will not provide coverage if you mislead us, willfully conceal information, misrepresent information or an insured's interest, attempt to defraud us, or lie to us about any matter concerning the insurance, either before or after a loss. Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud. Unintentional errors or oversights will not affect your coverage.

**NONRENEWAL:**

We may elect not to renew this policy by mailing or delivering written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us. We will mail or deliver these notices at least 60 days before the:

- a) expiration of the policy; or
- b) anniversary date of this policy if this policy has been written for a term of more than one year.

Otherwise, we will renew this policy unless:

- a) you fail to pay the renewal premium after we have expressed our willingness to renew, including a statement of the renewal premium, to you and to your agent, at least 20 days before the expiration date;
- b) other coverage acceptable to the insured has been procured prior to the expiration date of the policy;
- c) fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, or in presenting a claim under the policy;
- d) any insured violating any of the terms and conditions of the policy; or
- e) the risk originally accepted has substantially increased;

**PAIRS, SETS OR PARTS**

If your loss involves pairs, sets or parts, we may elect to repair or replace any part or restore the pair or sets to its value before the loss. Or, we may elect to pay the difference in the value of the property before and after the loss.

**POLICY CHANGES:**

Policy changes can only be made by attachment of a written form to the policy. Nothing else, including notice to our agent, will change this policy or alter any of its terms.

**STATE LAW:**

Any part of this policy which conflicts with the laws of your state is automatically changed to conform to the law.

**SUBROGATION:**

In the event of a loss, you may be able to recover part or all of your loss from someone other than us. Because of this, you must do all that is possible after loss to preserve any rights you may have to such recovery. If we make a payment under this policy, your right of recovery then belongs to us. You must help us as much as you can to enforce these rights.

An innocent insured who is the subject of criminal domestic violence by another insured cannot waive his or her right to recover. We retain all rights set forth by this

**SUBROGATION** condition with regard to our right to recover, up to the amount we pay, for loss caused by an act of criminal domestic violence.

**SUIT AGAINST US:**

You agree not to sue us to recover under the policy unless you have lived up to all of the terms of this policy.

If you do sue us, you agree to do so within (12) months from the date you first became aware of the loss. State law gives you more time when your loss occurs in these states: Missouri: ten (10) years; South Dakota: six (6) years; Arkansas, Kansas and Florida: five (5) years; Wyoming: four (4) years; Maryland, North Carolina, New Hampshire, North Dakota and Utah: three (3) years; Georgia, Maine, Massachusetts, Minnesota, Kentucky, Oregon and Virginia: two (2) years; Illinois: the one year period is extended by the number of days between the date the proof of loss was filed and the date the claim is denied in whole or in part.

If any applicable law makes this limitation invalid, then suit must begin within the shortest period permitted by law.

**YOUR COVERAGE BEGINS:**

Your coverage begins at 12:01 a.m. Standard Time at your mailing address shown on the declarations the day after the postmark on your application for coverage. In the case of metered mail, your coverage begins at 12:01 a.m. Standard Time at your mailing address shown on the declarations page the day your application is received by our agent.