



Schedule of Benefits

Eligible Person: [Insert Eligible Person’s Name and Address]

Certificate of Insurance Number: [Insert Certificate Number]

Coverage Period: [Insert Start and End Date]

Limit of Liability: As indicated below

Insurance is provided for those items scheduled below with respect to those coverages and kinds of property for which a specific limit of insurance is shown.

Covered Property	Deductible Per Loss	Plan Name	Premium	Per Occurrence Limit	Per Insured Annual Policy Limit	Coverage
mobile/smart phones; laptops, notebooks; iPads; e-readers and tablets (not including iPads); gaming consoles and systems; computers, monitors, televisions, and printers	\$75.00	[EE Plan	\$9.01 bi-weekly	\$1,500	\$2,000]	Accidental Physical Damage Coverage
		[EE+ Spouse Plan	\$11.88 bi-weekly	\$1,500	\$3,500]	
		[EE+ Children Plan	\$13.13 bi-weekly	\$1,500	\$4,000]	Standard Coverage
		[EE+ Family Plan	\$13.74 bi-weekly	\$1,500	\$5,000]	

Waiting Period: 30 days from date of enrollment



Generali – U.S. Branch
7 World Trade Center
250 Greenwich Street, 33rd Floor
New York, NY 10007

**Certificate of Insurance for
Portable Electronics Insurance**
PLEASE READ THIS CERTIFICATE OF INSURANCE CAREFULLY

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This Certificate of Insurance (**COI**) is provided to inform You that as a member of the **Membership Program** of the **Policyholder**, You are entitled to benefits under the **Policy**, referenced below. This COI does not state all the terms, conditions, and exclusions of the **Policy**. Your benefits will be subject to all the terms, conditions, and exclusions of the **Policy**, even if they are not mentioned in this COI. A complete copy of the **Policy** will be provided upon request.

The Portable Electronic Insurance Group Policy has been issued to Advanced Auto Parts, Inc (the **Policyholder**), under Policy Number PEI AA 00006002, issued by Generali – U.S. Branch to provide benefits as described in this COI.



A. DEFINITIONS

Throughout this document, “You” and “Your” refers to the **Eligible Person** named on the Schedule of Benefits. The Policyholder is the entity that the group Policy is issued to. “We”, “Us”, and “Our” refer to Generali – U.S. Branch (“Generali”). In addition, when in bold certain words and phrases are defined as follows:

Accidental Physical Damage means an unexpected and unintentional external event that results in physical damage to the **Covered Property** including accidental damage caused by liquids as a result of spills or submersion. The damage must not be foreseeable and must be beyond Your control or the control of the individual entrusted with the care, custody and control of the **Covered Property**.

Actual Cash Value means the cost of replacing damaged or destroyed **Covered Property** with comparable new property, minus depreciation.

Administrator means New Leaf Service Contracts, Inc., 909 Lake Carolyn Pkwy #900, Irving, TX 75039

Authorized Repair Facility means a location specifically authorized by Us, the **Administrator** or the **Manufacturer** of the **Covered Property**.

Breakdown means a mechanical or electrical failure causing the **Covered Property** to no longer perform its normal operation(s) as defined by the **Manufacturer**. **Breakdown** includes those mechanical and electrical failures resulting from **Wear and Tear**.

Burglary means the forcible entry of a premises, which are not open, and illegally taking away **Covered Property** from You. An official police report will be required and visible signs of forced entry must be present in order for **Loss** to be covered.

Certificate of Insurance (COI) means this document that describes the terms, conditions, and exclusions that apply to the insurance coverage detailed in Section B. Coverage Description. This **COI** also includes any schedules, endorsements, riders, and amendments that maybe subsequently issued or attached.

Computer Virus means any unauthorized intrusive codes or programming that are entered by any means into covered electronic data processing equipment, computer, personal digital assistant (PDA), digital camera, digital audio player, peripheral, **Media, Software**, programs, systems or records, and interrupt the operations of **Covered Property**.

Cosmetic Damage or Restoration means damages or changes to the physical appearance of the **Covered Property** that do not impede or hinder the normal operational function of the **Covered Property**, such as scratches, abrasions, change in color, texture or finish.

Coverage Period means the period shown on the Schedule of Benefits.

Covered Property means portable electronic equipment including but not limited to mobile/smart phones; laptops, notebooks, and iPads; e-readers and tablets not including iPads; gaming consoles and systems; computers, monitors, televisions and printers as indicated on the Schedule of Benefits.



Dependents means unmarried children from the moment of birth, including natural children, foster children or legal guardianship, stepchildren and adopted children, who are primarily dependent upon an **Insured** for maintenance and support, and who are under the age of 26 if they are living at home or enrolled in an accredited school or college as full-time student(s) and are primarily dependent upon the Insured for support, or disabled children living at home.

Domestic Partner means the mentally-competent partner of an **Insured**, either of the same or the opposite sex who is at least 18 years of age and has met all the following requirements for at least six (6) months:

1. Resides with the **Insured**; and
2. Shares financial assets and obligations with the **Insured**.

We may require proof of the **Domestic Partner** relationship in the form of a signed and completed affidavit of domestic partnership.

Flood means surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, whether driven by wind or not.

Insured means each natural person on record with Us as enrolled in a **Membership Program** of the **Policyholder** at the time of a **Loss**. Depending on the type of **Membership Program** selected, **Insured** may include a **Spouse** and/or **Dependents**.

Loss means the direct physical damage and/or **Theft** of the **Covered Property** listed on the Schedule of Benefits.

Manufacturer means the company that makes or produces the **Covered Property**.

Media means the material on which data is recorded, such as magnetic tapes, hard disks, optical disks or floppy disks.

Membership Program means each program sponsored by the **Policyholder** and specifically listed by endorsement as a covered program under the **Policy**.

Mysterious Disappearance means the disappearance of property without the knowledge as to place, time or manner of its loss.

Neglect means Your disregard to use all reasonable means to save and preserve the **Covered Property**.

Policy means the group insurance policy issued to the **Policyholder** and any endorsement, application and Declarations page attached hereto.

Policy Territory means the geographic location where insurance coverage is in effect. The **Policy Territory** is the United States of America and Puerto Rico.

Preexisting Condition means failures, defects, damages or loss, that You should have reasonably known to be present prior to the **Coverage Period**.

Robbery means the taking of the **Covered Property** by using violence, threats or intimidation.

Software refers to the operating system pre-loaded on the **Covered Property** at the time of purchase.

Spouse means two legally wed individuals, including **Domestic Partners**.



Theft means the unlawful taking or removing of the **Covered Property** from Your possession without Your consent.

Vandalism means the intentional destruction of or damage to the property of another.

Warranty means the written guarantee, issued by the **Manufacturer** to the purchaser of the **Covered Property**, to repair or replace the **Covered Property** if it is damaged or lost during the specified warranty period.

Wear and Tear means the reduction in value to the **Covered Property** stemming from routine use and exposure.

B. COVERAGE DESCRIPTION

We will pay for **Loss** or damage to the **Covered Property** described on the Schedule of Benefits caused by or resulting from a covered cause of **Loss**.

1. **Accidental Physical Damage Coverage:**
Provides coverage to the **Covered Property** against **Accidental Physical Damage** including accidental damage caused by liquids as a result of spills or submersion.
2. **Standard Coverage:**
Provides coverage to the **Covered Property** against direct physical loss or damage caused by: fire, lightning, internal explosion, windstorm or hail, explosion, riot or civil commotion, aircraft, vehicles, smoke, volcanic eruption, **Vandalism** or malicious mischief, falling objects, weight of ice, snow or sleet, accidental discharge of water or steam, sudden cracking of a steam or hot water heating system, freezing, power surge, or **Flood**.

C. LIMITS OF INSURANCE

1. **Per Occurrence Limits:** The most We will pay, in any one occurrence, to replace or repair **Covered Property** due to a **Loss** is the amount shown on the Schedule of Benefits. For any one **Loss**, We will not pay for replacement equipment more than the limit, less the applicable deductible.
2. **Annual Limits:** An annual limit per **Insured** amount shown on the Schedule of Benefits shall apply to repairs or replacement costs for **Covered Property** in any one twelve (12) month period.



3. **Deductible:** The deductible applies on a per **Covered Property** and occurrence basis if listed on the Schedule of Benefits. We will first subtract the deductible amount shown on the Schedule of Benefits from the amount We would otherwise pay. We will then pay the amount in excess of the deductible, up to the applicable limit of insurance per **Covered Property**, never to exceed the total Limit of Liability stated on the Schedule of Benefits.
4. **Waiting Period:** Your coverage begins upon completion of the Waiting Period on the 30th day following date of enrollment shown on the Schedule of Benefits.

D. EXCLUSIONS

This insurance does not apply to, and We will not pay for, any loss or damage caused by, directly or indirectly, or resulting from:

1. Depreciation, depletion, deterioration, corrosion, erosion, faulty materials or design errors.
2. Seizure or destruction of the **Covered Property** by order of governmental authority.
3. **Neglect** including not following the **Manufacturer's** guidelines for operations and use.
4. **Cosmetic Damage or Restoration.**
5. Any increase in loss caused by or resulting from enforcement of any ordinance, law, regulation, rule or ruling regulating or restricting repair, replacement, alteration, use, operation, construction or installation.
6. Any earth movement, including but not limited to earthquake, subsidence, sinkhole collapse, landslide, mudslide, earth sinking, or tsunami.
7. Nuclear hazard, reaction or radiation, or radioactive contamination, however caused.
8. War, including undeclared or civil war, and war like 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 insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
9. Loss caused by or resulting from **Computer Virus** or malware.
10. A delay in or interruption of any business, manufacturing or academic activity.
11. Any intentionally dishonest, fraudulent or criminal acts by You, Your family members, partners, employees, officers, trustees, directors or anyone else with an interest in the **Covered Property**, their employees or authorized representatives or anyone entrusted with the **Covered Property**, whether or not acting in collusion with other person(s). This does not apply to a carrier for hire.
12. Programming errors including the inability of a program to function properly.
13. Loss to accounts, bills, checks, valuable papers, records, abstracts, deeds or manuscripts.
14. Loss or damage to **Covered Property** while it is being serviced or repaired by a non-authorized facility, a non-licensed repairer, or a non-authorized or non-licensed on-site facility.
15. **Mysterious Disappearance**, or the **Covered Property** becoming lost while in the care, custody or control of a third party or a common carrier, including, but not limited to, any airline, the U.S. Postal Service, United Postal Service (UPS), Federal Express (FedEx) or any other delivery service;
16. Loss or damage caused by mechanical and/or electrical **Breakdown, Wear and Tear**, unless such coverage has been selected and listed on the Schedule of Benefits.
17. **Preexisting Conditions**, faulty construction or error or omission in design,



18. Loss due to damage caused by the physical environment such as dust, condensation or evaporation, dampness, dryness, cold or heat including rust or corrosion caused by any of these factors.
19. Loss caused by or resulting from insects, rodents or other vermin.
20. Additional cost(s) of on-site service to Your location, such as travel charges.
21. Loss that occurs outside the **Policy Territory** unless an approved International Coverage endorsement is attached, and additional premium has been paid.
22. Programming, data reconstruction, data recovery, program installation and/or reconfiguration, except for the replacement of the original operating system installed on the equipment at the time of purchase; We will not pay to reproduce **Software** programs.
23. Loss to **Covered Property** permanently contained on or permanently installed in rolling stock, watercraft, aircraft, spacecraft or motor vehicles licensed for highway use.
24. Loss of data, personal information, video, audio ring tones, contact lists, video, screen savers or other files; and **Media**;
25. Stylus, external keyboards, wired headphones, mouse, external data storage drives, external speakers, amplifiers or sound bars or other accessories.
26. Damage that is the result of the **Covered Property** being used in a manner inconsistent for which it was designed or intended by the **Manufacturer**.
27. Loss or damage to external housings or casings that do not affect the mechanical or electrical function of the **Covered Property**.
28. Delay, loss of use, loss of market, or any other consequential loss or damage including, but not limited to, loss of time, loss of profits or wages, inconvenience or delay in repairing or replacing the **Covered Property**, or depreciation;
29. Fraudulent, dishonest, intentional or criminal acts by You or by any person to whom You entrusted the **Covered Property**.

E. YOUR RESPONSIBILITIES, AND HOW TO FILE A CLAIM

In the event of **Loss**, You must cooperate with Us and ensure that the following are done:

1. Promptly notify the **Administrator**, but no later than 60 days from the date of loss or damage. If notice cannot be given within that time, it must be given as soon as reasonably possible thereafter. We reserve the right to specify the **Authorized Repair Facility**. Claim notice must provide detailed proof of the loss or damage and should also include the following:
 - a. A copy of Your original ownership records, such as a bill of sale;
 - b. A detailed description of the **Covered Property** including but not limited to make, model, serial number;
 - c. A detailed description of the events including how, when, and where the loss or damage occurred;
 - d. A detailed description of the loss incurred including any visible damage or operational issues;
 - e. A signed and completed claim form with Your name and a copy of a government-issued photo identification;
 - f. If the loss was caused by a violation of law such as **Theft, Burglary**, attempted **Theft** or **Burglary**, or **Vandalism**, a copy of the filed police report; and



- g. Any other documentation that may be reasonably requested to validate the claim.
2. Take all reasonable steps to protect the **Covered Property** from further damage or to minimize the loss or damage;
3. If applicable, provide the **Manufacturer's Software** recovery discs that were provided with Your computer.
4. Provide all other assistance and cooperation that may be required in the investigation and determination of any loss.
5. In the event We provide a replacement or a cash settlement for the **Covered Property**, You will be required to return the defective **Covered Property** to the Administrator prior to claim settlement.

Claim Authorization and Loss Payment

The **Administrator** has the right to settle the loss with You. No claim will be accepted unless authorized by the **Administrator**. All repairs and replacements must be coordinated by the **Administrator**. You may contact the **Administrator** if You have questions regarding this coverage or would like to make a claim.

Benefits are paid directly to you, unless you direct us otherwise. We, or our designated representative, will pay the claim within 30 days after receipt of acceptable proof of loss.

Our payment for **Covered Property** will be the lesser of the following:

1. We will pay the current cost of repair, a replacement device or a cash settlement not exceeding the lesser of the following options:
 - a. The full cost of repair including parts and labor;
 - b. Replacement cost at the time of **Loss** or adjustment based on a refurbished item of like kind and quality;
 - c. Replacement cost at the time of loss or adjustment based on a new item of like kind and quality;
 - d. The coverage amount listed on the Schedule of Benefits; or
2. **Covered Property** three years of age or older may be valued by using the **Actual Cash Value** as determined by Us.

We will not pay for any extra cost if You decide to repair or replace the damaged property with property of a better kind or quality or of a larger capacity at Your own discretion.

We further reserve the right to consult the **Manufacturer** or other sources to determine replacement value or product of like kind and quality on the market at the time of **Loss**. Factory authorized, or refurbished parts or replacements may be used in the course of repair or replacement by an authorized facility.

Software: We will pay:

For the replacement of the original operating system installed on the equipment at the time of purchase; We will not pay to reproduce **Software** programs. You must provide proof of ownership for a Covered Property loss that has occurred. We will not pay for any data reconstruction or retrieval of information.



Upon expiration of the **Coverage Period** noted in the Schedule of Benefits, this COI will automatically renew for successive one (1) year terms until this COI is cancelled by You or Us as provided herein.

G. CANCELLATION

1. Your insurance terminates on the date when the **Policy** terminates. The **Policyholder** will provide You with 30 days advanced written notice of the termination.
2. In the event of cancellation of this COI, the date of cancellation will be the date specified in the notice of cancellation. There is no coverage for any loss or damage occurring after the date and time of cancellation.
3. You may cancel this COI by mailing or delivering to Us advance written notice of cancellation setting forth the date and time thereafter during the **Coverage Period** on which the cancellation will be effective.
4. However, and notwithstanding the foregoing, if You cancel this COI when and if a Loss is sustained, We will send You any premium refund due calculated on a pro-rata basis less the amount of any Losses incurred during the Coverage Period.

H. GENERAL PROVISIONS

1. Cancellation of Membership

Upon the cancellation, termination or expiration of Your membership in the **Membership Program**, this insurance terminates. There is no coverage for You for any **Loss** occurring after the effective date of such cancellation, termination or expiration of Your membership in the **Membership Program**.

2. Complaints

Complaints regarding this COI should be submitted to the **Administrator**.

3. Legal Action Against Us

No legal action may be brought to recover on the COI within 60 days after written proof of loss has been given. No such action will be brought after 3 years from the time written proof of loss is required to be given. If a time limit of the COI is less than allowed by the laws of the state where You live, the limit is extended to meet the minimum time allowed by such law.

4. Misrepresentation or Non-Disclosure

- a. All information provided by You in relation to this COI must be accurate and complete. Misrepresentation or non-disclosure of any material fact or circumstance relating to this COI or a claim filed under this COI may result in this COI being cancelled, a claim rejected or this COI voided from inception.



- b. If We pay a benefit because of any misrepresentation, non-disclosure or fraudulent action by You or any person claiming any benefit under this COI such person will be required to reimburse Us for any such payments. We will be entitled to take legal action to recover such payments.

5. Duplicate Coverages

If You are enrolled in more than one program insured by Us or any of Our affiliates, We will reimburse You under each program. This payment is subject to the applicable deductibles and limits of insurance of Your program. In no event will the total amount reimbursed to You under all programs combined exceed the actual amount of **Loss**.

6. Other Insurance

You may have other insurance that covers **Covered Property**. If so, this COI provides primary insurance. This means that We will pay before the other insurance pays unless specifically excluded herein.

In all events, We will not pay more than the Limit of Liability specified in the Schedule of Benefits.

7. Subrogation

If We pay for benefits due to loss or damage, We may require You to assign Us Your right to recovery against others. You must do all that is necessary to secure Our rights. We will not pay for loss or damage if You impair this right to recover.

Any recoveries, less the cost of obtaining them, made after settlement of **Loss** covered by the **Policy** will be distributed as follows:

- a. First, to You, until You are reimbursed for any **Loss** sustained that exceeds the Limit of Liability;
- b. Then to Us, until We are reimbursed for the settlement made; and
- c. Then to You until You are reimbursed for that part of the **Loss** equal to the deductible amount, if any.

Recoveries do not include any recovery from insurance, suretyship, reinsurance, security or indemnity taken for Our benefit.

8. Currency

Premium due and benefits paid under this COI are paid in United States dollars (\$).



9. Conformance to Statute

To the extent a term in this COI conflicts with a statute of the state or jurisdiction in which this COI is issued, the term will be deemed amended to conform to the statute.

10. Titles of Paragraphs

Titles of paragraphs are inserted solely for convenience of reference and will not be deemed to limit, expand or otherwise affect the provisions to which they relate.

11. Transfer of Your Rights and Duties under this COI

Your rights and duties under this COI are not transferable without Our express written consent.

12. Notification – Economic and Trade Sanctions

This COI does not apply to the extent any applicable law or regulation, including any US, UN or EU economic or trade sanctions, prohibit Us from providing insurance, and related services, including, but not limited to, the payment of any claims. Any expenses incurred or claims made involving travel or travel related services that are in violation of such sanctions, laws or regulations will not be covered under this COI. Any coverage provided under this COI in violation of any US, UN or EU economic or trade sanctions, or other laws or regulations, shall be null and void.

This COI expressly excludes any insurance coverage, related services, or loss: (i) occurring in Iran, Syria, North Korea, Crimea, or Cuba or their territorial waters; (ii) incurred by persons or entities located or resident in Iran, Syria, North Korea, Crimea, or Cuba; or (iii) resulting from, or involving activities that directly or indirectly involve or benefit the government, entities or residents of Iran, Syria, North Korea, Crimea, or Cuba except where (a) expressly permitted by applicable law or regulation and (b) we have confirmed coverage for the risk in writing.

This insurance is underwritten by Generali – U.S. Branch. Generali – U.S. Branch operates under the following names: Generali Assicurazioni Generali S.P.A. (U.S. Branch) in California, Assicurazioni Generali – U.S. Branch in Colorado, Generali U.S. Branch DBA The General Insurance Company of Trieste & Venice in Oregon, and The General Insurance Company of Trieste and Venice – U.S. Branch in Virginia. Generali U.S. Branch is admitted or licensed to do business in all states and the District of Columbia.



INTERNATIONAL COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:
Portable Electronics Certificate of Insurance

In return for an additional premium, the Certificate of Insurance ("COI") is amended as follows:

SECTION A - DEFINITIONS **Policy Territory** is replaced by:

Policy Territory means the geographic location where insurance coverage is in effect. Subject to the limitations in Section H, paragraph 12 of the COI (Notification – Economic and Trade Sanctions), the **Policy Territory** is anywhere in the world.

SECTION B – COVERAGE DESCRIPTION paragraph 3. Standard Coverage is replaced by:

3. Standard Coverage:

Provides coverage to the **Covered Property** against direct physical loss or damage caused by: fire, lightning, internal explosion, windstorm or hail, explosion, riot or civil commotion, aircraft, vehicles, smoke, volcanic eruption, **Vandalism** or malicious mischief, falling objects, weight of ice, snow or sleet, accidental discharge of water or steam, sudden cracking of a steam or hot water heating system, freezing, or **Flood**.

SECTION D – EXCLUSIONS the following item is added:

31. **Loss** due to power surge.

All other provisions of the COI remain in full force and effect.