



Technology Insurance Company  
An AmTrust Financial Company

A Stock Insurance Company  
59 Maiden Lane, 43rd Floor, New York, NY 10038

## Hearing Instrument Protection Plus or Platinum Plan Insurance Policy

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### A. DEFINITIONS

Throughout this document, “You” and “Your” refer to the policyholder named on the Declarations Page. “We”, “Us”, and “Our” refer to Technology Insurance Company, Inc. (“TIC”). In addition, when in bold certain words and phrases are defined as follows:

**Accidental Damage** means an unintentional or single event causing damage to the **Hearing Instrument** where it no longer performs its normal operation(s) as defined by the manufacturer.

**Administrator** means ESCO Agency LLC or ESCO. You may contact the **Administrator** if You have questions regarding this coverage or would like to make a claim. The **Administrator** can be reached by phone at 1-800-992-3726, mail at 3215 Fernbrook Lane, Plymouth, MN 55447, or website at [www.earserv.com](http://www.earserv.com).

**Breakdown** means a mechanical failure or electrical failure causing the **Hearing Instrument** to

### E. YOUR RESPONSIBILITIES

In case of a **Loss** to which this insurance may apply, You must see that the following duties are performed;

1. Report the loss promptly to the **Administrator**, but no later than ninety (90) days from the date of loss.
2. File with the **Administrator** a detailed proof of loss (on the claim form provided to You by the **Administrator**) within sixty (60) days from the date You report the loss, including the following:
  - a. A signed and completed claim form.
  - b. If the loss was caused by or resulting from theft or vandalism, a copy of the police report filed with the appropriate law enforcement officials (or if the report is not reasonably available, the report number).
  - c. Any other documentation that may be reasonably requested by the **Administrator** to validate a claim.
3. Protect the **Hearing Instrument(s)** from further **Loss** and take all reasonable steps possible to minimize the **Loss**.
4. Notify the police and make a report, when warranted, such as in cases of theft, attempted theft, vandalism, or malicious mischief.
5. Repairs or replacements must be made through an authorized facility (contact the **Administrator** for an authorized facility). If repairs or replacements are made that the **Administrator** has not authorized, We will not pay for the authorized facility for the repair or replacement.

### F. CANCELLATION & NON-RENEWAL

Coverage can be:

1. Cancelled by You at any time by sending written notification to the **Administrator**. If You cancel Your coverage, We will refund any unearned premium.
2. Cancelled by Us or Our designated representative for the following reasons:
  - a. Nonpayment of premium;
  - b. Misrepresentation and Fraud (see below);
  - c. The Department of Insurance determines that the **Policy** would result in a violation of their law.

If We cancel coverage, We will send You written notification at least thirty (30) days in advance of

cancellation for non-payment of premium and at least sixty (60) days in advance of cancellation for any other reason.

3. Non-renewed by Us. We will send You written notification at least sixty (60) days in advance of the expiration of coverage.

### G. GENERAL PROVISIONS

**Claims:** Benefits under the **Policy** for any **Loss** will be paid, to the authorized facility or service provider, upon receipt of due proof of loss and all required information necessary to support the claim.

**Dispute Resolution – Arbitration:** The **Policy** requires binding arbitration if there is an unresolved dispute between You and TIC concerning the **Policy** (including the cost of, lack of or actual repair or replacement). Under this Arbitration provision, You give up Your right to resolve any dispute arising from the **Policy** by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

To start arbitration, either You or TIC must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the loss occurred or the dispute arose. You and TIC will each separately select an arbitrator. The two (2) arbitrators will select a third arbitrator called an “umpire.” Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by You and TIC. Unless otherwise agreed to by You and TIC, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will

apply to any arbitration under the **Policy**. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to the **Policy** and all transactions contemplated by the **Policy**, including, without limitation, the validity, interpretation, construction, performance and enforcement of the **Policy**.

**Legal Actions:** No action at law or in equity shall be brought to recover under the **Policy** prior to the expiration of sixty (60) days after proof of loss has been furnished in accordance with the requirements of this coverage.

**Misrepresentation and Fraud:** Coverage for You may be cancelled if, whether before or after a **Loss**, You have concealed or misrepresented any material fact or circumstance concerning this coverage or the subject thereof, or the interest of You therein. Coverage may also be cancelled if You commit fraud or false swearing in connection with any of the above.

**Other Insurance:** Coverage is secondary to any other applicable insurance or indemnity available to You. Coverage is limited to only those amounts not covered by any other insurance or indemnity. In no event will this coverage apply as contributing insurance. This Other Insurance clause will take precedence over a similar clause found in other insurance or indemnity language.

**Subrogation:** If payment, to the authorized facility, is made under the **Policy**, We are entitled to recover such amounts from other parties or persons. You must transfer to Us Your rights to recovery against any other party or person. You must also do everything necessary to secure these rights and must do nothing that would jeopardize them, or these rights will be recovered from You.

no longer perform its normal operation(s) as defined by the manufacturer. **Breakdown** includes those mechanical and electrical failures resulting from normal wear and tear, such as corroded or malfunctioning components due to ear wax or moisture buildup.

**Hearing Instrument** means a digital, analog, linear, programmable or non-programmable hearing device, hearing aid, speech processing hearing instrument(s) as specified on the Declarations Page.

**Loss** means physical loss or damage to the **Hearing Instrument** resulting from one or more of the following as more fully described in Section C. Coverage Description:

- **Accidental Damage**
- **Breakdown**
- **Theft;** and
- **Lost**

**Lost** means the involuntary loss of possession of Your **Hearing Instrument(s)** by accident or forgetfulness and when its whereabouts are not known, cannot be recovered, and it is not likely that Your **Hearing Instrument** will be recovered or found.

**Policy** means this document. It describes the terms, conditions, and exclusions that apply to each benefit. The **Policy** is the entire agreement between You and Us. Representations or promises made by anyone that are not contained in this document are not a part of Your benefits. This **Policy** also includes any endorsements, riders, and amendments that are subsequently issued or attached.

**Policy Term** means the term of coverage indicated on the Declarations Page. This **Policy** will end on the **Policy** Expiration Date indicated on the Declarations Page.

**Theft** means the unlawful taking or removing of the **Hearing Instrument** without Your consent.

## B. INSURING AGREEMENT

This Policy is issued on the basis of Your application, and in return for Your payment of the required premium. Accordingly, We will provide coverage, as described herein, for Your **Hearing Instrument(s)** due to a **Loss** during the **Policy Term**.

We will not pay the authorized facility more than the cost to repair or replace Your **Hearing Instrument(s)**, less the deductible shown on the Declarations Page for a covered **Loss**.

If repairs or replacements are made that the **Administrator** has not authorized, We will not pay the authorized facility for the repair or replacement.

## C. COVERAGE DESCRIPTION

1. If Protection Plus is selected on the Declarations Page: Through the **Administrator**, We will repair or, at Our discretion, replace the **Hearing Instrument(s)**, due to a **Loss** caused by **Accidental Damage, Theft** or **Lost**, that occurs during the **Policy Term**. Parts will be replaced with those of like kind and quality (We cannot guarantee to match exact color, material, brand, size, or model), and may be new or remanufactured. If there is a **Loss**, Your **Hearing Instrument(s)** will not be upgraded.

2. If Platinum Plan is selected on the Declarations Page: Through the **Administrator**, We will repair or, at Our discretion, replace the **Hearing Instrument(s)**, due to a **Loss** caused by **Accidental Damage, Breakdown, Theft** or **Lost**, that occurs during the **Policy Term**. Parts will be replaced with those of like kind and quality (We cannot guarantee to match exact color, material, brand, size, or model), and may be new or remanufactured. If there is a **Loss**, Your **Hearing Instrument(s)** will not be upgraded.

3. If a replacement is needed, Your **Hearing Instrument** will be replaced with a hearing instrument of like kind and quality, as determined by the **Administrator**. Replacement occurs when:

- Your Hearing Instrument is **Lost**;
- Your **Hearing Instrument** cannot be repaired;
- The cost of repair exceeds the cost to replace

- Your **Hearing Instrument**; or
- Parts or components of the **Hearing Instrument** (as well as remanufactured parts) are no longer available.

4. In the event that a covered **Hearing Instrument(s)** shown on the Declarations Page is replaced, the coverage for that **Hearing Instrument(s)** will automatically terminate. No coverage is provided on the replacement. All premiums under that portion of the **Policy** are considered earned on the replacement and no refund of the unearned premium is due.

If a **Loss** to a **Hearing Instrument(s)** is not covered under this **Policy**, it will be Your responsibility to pay the cost for the diagnostic teardown as well as any other costs.

## D. EXCLUSIONS

We do not cover **Loss** directly or indirectly caused by, or resulting from, contributed to, or made worse by any of the following. Additionally, the causes of **Loss**, whether or not dominate, are not insured under this **Policy** even if a covered cause of **Loss** contributes concurrently or in sequence to the **Loss** or damage of Your **Hearing Instrument**.

### Applicable to all Protections:

1. Professional fees charged by your practitioner are not covered by this policy.
2. Illegal acts by You, meaning acts of contraband, illegal transportation, or trade.
3. Latent defect, error or omission in the design, specification, or a faulty material/ construction/ assembly; that does not result in a covered **Breakdown**.
4. Malfunctions caused by changes to the ear, or changes in the ear canal that may result in, but not limited to remaking or re-casing due to a poor or improper fit.
5. Delay, loss of use, or wages or any other indirect or consequential loss or damage.
6. Deliberate, negligent or intentional acts.
7. Fraudulent, dishonest, or criminal acts committed alone or in collusion with others by You.
8. Any medical charges, including but not limited to, those incurred in connection with the

implanting or explanting of **Hearing Instrument(s)**.

9. Personal or bodily injury or sickness due to the use of the **Hearing Instrument(s)**.
10. Damages claimed for any **Loss**, cost, or expense incurred by You or others due to withdrawal, recall, inspection, repair, replacement, adjustment, removal and/or disposal of the **Hearing Instrument(s)** by any person or organization because of a known or suspected defect, deficiency, inadequacy, or dangerous condition in it.
11. **Loss** during the manufacturer's warranty.
12. Your **Hearing Instrument(s)** is **Lost** while in the care, custody, control of a third party, or a common carrier (including, but not limited to, airlines, the U.S. Postal Service, UPS, FedEx, or other delivery services).
13. Any reduced performance or efficiency of the **Hearing Instrument(s)** that does not result in a **Loss**.
14. War, including undeclared war; civil war; insurrection; rebellion; warlike act by military force or military personnel; destruction, seizure, or use for a military purpose, including any consequence of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental.
15. Nuclear hazard, meaning any weapon employing atomic fission, fusion, or other radioactive force or nuclear reaction, radiation, or radioactive contamination from any other cause except that direct loss by fire resulting from the nuclear hazard is covered.

### Applicable to Protection Plus Only:

16. Any breakdown of a **Hearing Instrument** due to mechanical or electrical failure of the **Hearing Instrument** to perform its normal operation(s) as defined by the manufacturer.
17. Wear and tear or gradual deterioration of the **Hearing Instrument(s)**, such as corroded or malfunctioning components due to ear wax or moisture buildup.