Polaris Acquisition Corp.
Form SC 13D
March 17, 2009

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

(Amendment No. 0)

Polaris Acquisition Corp.
(Name of Issuer)

Common Stock
(Title of Class of Securities)

73104R102
(CUSIP Number)

Robert J. Toner
(617) 790-7084
Wellington Management Company, LLP
75 State Street
Boston, MA 02109
(NAME, ADDRESS AND TELEPHONE NUMBER OF PERSON AUTHORIZED TO
RECEIVE NOTICES AND COMMUNICATIONS)

03/12/2009
(Date of Event Which Requires Filing of this Statement)

If the person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing the schedule because of 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.[x]

The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter the disclosures provided in a prior cover page.

The information required in the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act, but shall be subject to all other provisions of the Act (however, see the Notes.)
[Continued on the following page(s)]

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1. NAMES OF REPORTING PERSONS

Wellington Management Company, LLP

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|---|---|---|
| 2. | CHECK THE APPROPRIATE BOX IF THE MEMBER OF A GROUP<br>(a)[ ]<br>(b)[X ] | |
| 3. | SEC USE ONLY | |
| 4. | Source of Funds<br><br>OO | |
| 5. | Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)<br><br>[] | |
| 6. | CITIZENSHIP OR PLACE OF ORGANIZATION<br>Massachusetts | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7. | SOLE VOTING POWER<br>0 |
| | 8. | SHARED VOTING POWER<br>2,606,100 |
| | 9. | SOLE DISPOSITIVE POWER<br>0 |
| | 10. | SHARED DISPOSITIVE POWER<br>2,697,426 |
| 11. | AGGREGATE AMOUNT BENEFICIALLY OWNER BY EACH REPORTING PERSON<br><br>2,697,426 | |
| 12. | CHECK BOX IF AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES<br>[ ] | |
| 13. | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW 11<br>14.39% | |
| 14. | TYPE OF REPORTING PERSON<br>IA | |

Item 1. Security and Issuer.

This statement relates to the common stock of Polaris Acquisition Corp. (the "Issuer"). The Issuer's executive offices are located at 2200 Fletcher Avenue, Fourth Floor, Fort Lee, NJ 07024.

Item 2. Identity and Background.

This schedule is filed on behalf of Wellington Management Company, LLP,

a Massachusetts limited liability partnership ("Wellington Management" or the "Reporting Person"). Wellington Management's principal business is that of an investment advisor registered under the Investment Advisors Act of 1940, as amended. The address of its principal office is 75 State Street; Boston, Massachusetts 02109.

During the last five years, Wellington Management has not (i) been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration.

The securities of the Issuer as to which this schedule is filed were acquired by investment advisory clients of Wellington Management in the normal course of business, with Wellington Management making the investment decision on behalf of such clients. Each of the clients used its own assets to acquire the securities, which in some cases may have included funds borrowed in the ordinary course in margin accounts. Wellington Management may be deemed to beneficially own the shares of the Issuer that are held by its clients.

Item 4. Purpose of Transaction.

The securities of the Issuer as to which this schedule is filed were acquired by investment advisory clients of Wellington Management in the normal course of business for investment purposes.

On March 12, 2009 certain clients of Wellington Management who own shares of the Issuer's common stock (the "Participating Clients") acquired an aggregate of 2,500,000 shares of Series B Convertible Preferred Stock (the "Series B Preferred Stock") of HUGHES Telematics, Inc. ("HUGHES Telematics") for an aggregate purchase price of $25 million pursuant to a Stock Purchase Agreement (the "Stock Purchase Agreement") by and between HUGHES Telematics, the Participating Clients and certain other investors party thereto. HUGHES Telematics agreed to use $32,175,000 of the proceeds it received from the sale of the Series B Preferred Stock to the Participating Clients and other investors to purchase shares of the Issuer's common stock at commercially reasonable prices and terms agreed between HUGHES Telematics and the Issuer, subject to certain limitations, to enhance the likelihood of the consummation of the merger (the "Merger") between the Issuer and HUGHES Telematics pursuant to the Second Amended and Restated Agreement and Plan of Merger by and between the Issuer and HUGHES Telematics dated as of March 12, 2009 (the "Second Amended Merger Agreement"). If the Merger is completed, the shares of Series B Preferred Stock held by the Participating Clients will be converted into the right to receive, in the aggregate, 6,250,000 shares of common stock of the Issuer, 3,750,000 of which will be issued into escrow and released to the Participating Clients in three tranches contingent upon the Issuer's common stock achieving specified share price targets in the five years after the closing of the Merger. The first tranche of 40% of the escrowed shares will be released if the trading price of the Issuer's common stock equals or exceeds $20.00 per share for any 20 trading dates within a 30 trading-day period between the first and fifth anniversaries of the closing of the Merger. The second tranche of 30% of the escrowed shares will be released if the trading price of the Issuer's common stock equals or exceeds $24.50 per share for any 20 trading dates within a 30 trading-day period between the second and fifth anniversaries of the closing of the Merger. The final tranche of 30% of the escrowed shares will be released if the trading price

of the Issuer's common stock equals or exceeds $30.50 per share for any 20 trading dates within a 30 trading-day period between the third and fifth anniversaries of the closing of the Merger. The Participating Clients will be entitled to vote the shares held in escrow on any matter brought to a vote of the stockholders of the Issuer. If the share price targets are not achieved within the five years following the closing of the Merger, the shares in escrow related to any share price target that has not been achieved will be cancelled.

The purchasers of Series B Preferred Stock (including the Participating Clients) have agreed to enter into a shareholders' agreement with the Issuer, the initial shareholders of the Issuer and certain other shareholders of HUGHES Telematics upon the closing of the Merger (the "Shareholders' Agreement"). The Participating Clients and the other purchasers of the Series B Preferred Stock will agree in the Shareholders' Agreement not to sell any shares of common stock of the Issuer that they receive in the Merger for six months after the closing of the Merger. In addition, the Issuer will agree in the Shareholders' Agreement to effect a shelf registration statement covering all of the shares of the Issuer's common stock issued in the Merger to the Participating Clients and the other purchasers of Series B Preferred Stock within six months of the closing of the Merger. If a shelf registration statement covering all of such shares is not declared effective within six months of the closing of the Merger, the purchasers of the Series B Preferred Stock will be entitled to receive, at the Issuer's election, either cash or additional shares of the Issuer's common stock, in an amount equal to the quotient of (i) $0.10 multiplied by (ii) the number of shares of the Issuer's common stock held by such purchasers, on the six month anniversary of the closing of the Merger and for every 30 day period that such shelf registration statement has not been declared effective, pro rated for any delay period or additional delay period of less than 30 days. The Participating Clients and the other purchasers of the Series B Preferred will also receive piggyback registration rights with respect to the shares issued to them in the Merger and will be separately entitled to two demand registrations and may demand an underwritten offering beginning 12 months after the closing of the Merger.

If the Merger is completed, the Reporting Person anticipates that (i) Apollo Management V, L.P., through its affiliates, Communications LLC and Apollo Investment Fund V, will beneficially own more than 50% of the Issuer's common stock (ii) the board of directors and management of the Issuer will be different from the Issuer's current board of directors and management and (iii) the Issuer's Certificate of Incorporation and by-laws will be amended as of the effective time of the Merger, all as described in the proxy statement of the Issuer dated February 12, 2009, as the same may be amended or supplemented.

Except to the extent discussed above, Wellington Management does not have any plans or proposals which relate to or would result in any of the actions set forth in Item 4(a) through 4(j) of Schedule 13D.

Item 5. Interest in Securities of the Issuer.

(a) and (b) As of the date hereof, Wellington Management, in its capacity as investment adviser, may be deemed to beneficially own 2,697,426 shares of the Issuer's common stock held by its investment advisory clients. Such shares represent approximately 14.39% of the Issuer's outstanding shares of common stock. Wellington Management has shared power to dispose of all of such shares and shared power to vote 2,606,100 of such shares. In addition, investment advisory clients of Wellington Management hold warrants to acquire 1,662,200 shares of the Issuer's common stock at a price of $7.00 per share that are not currently exercisable. These warrants

will become exercisable upon the consummation of the Merger or the Issuer's completion of another business combination, and will expire on January 10, 2012, or earlier upon redemption. In certain cases, the warrants and common stock are held as part of the Issuer's units.

(c) On February 20, 2009, Wellington Management, at the direction of one of its clients, sold 27,800 units of the Issuer at an average price of $9.35 per unit, with each unit consisting of one share of the Issuer's common stock and a warrant to purchase one share of the Issuer's common stock at a price of $7.00 that will become exercisable on the Issuer's completion of a business combination. The transaction was executed through a broker over the American Stock Exchange.

(d) The clients of Wellington Management that own the securities of the Issuer as to which this schedule is filed have the right to receive, or the power to direct the receipt of, dividends from, or the proceeds from the sale of, such securities. No such client is known by the Reporting Person to have such right or power with respect to more than five percent of this class of securities.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

On March 12, 2009 the Participating Clients acquired an aggregate of 2,500,000 shares of Series B Convertible Preferred Stock of HUGHES Telematics for an aggregate purchase price of $25 million pursuant to the Stock Purchase Agreement. HUGHES Telematics agreed to use $32,175,000 of the proceeds it received from the sale of the Series B Preferred Stock to the Participating Clients and other investors to purchase shares of the Issuer's common stock at commercially reasonable prices and terms agreed between HUGHES Telematics and the Issuer, subject to certain limitations, to enhance the likelihood of the consummation of the Merger pursuant to the Second Amended Merger Agreement. If the Merger is completed, the shares of Series B Preferred Stock held by the Participating Clients will be converted into the right to receive, in the aggregate, 6,250,000 shares of common stock of the Issuer, 3,750,000 of which will be issued into escrow and released to the Participating Clients in three tranches contingent upon the Issuer's common stock achieving specified share price targets in the five years after the closing of the Merger. The first tranche of 40% of the escrowed shares will be released if the trading price of the Issuer's common stock equals or exceeds $20.00 per share for any 20 trading dates within a 30 trading-day period between the first and fifth anniversaries of the closing of the Merger. The second tranche of 30% of the escrowed shares will be released if the trading price of the Issuer's common stock equals or exceeds $24.50 per share for any 20 trading dates within a 30 trading-day period between the second and fifth anniversaries of the closing of the Merger. The final tranche of 30% of the escrowed shares will be released if the trading price of the Issuer's common stock equals or exceeds $30.50 per share for any 20 trading dates within a 30 trading-day period between the third and fifth anniversaries of the closing of the Merger. The Participating Clients will be entitled to vote the shares held in escrow on any matter brought to a vote of the stockholders of the Issuer. If the share price targets are not achieved within the five years following the closing of the Merger, the shares in escrow related to any share price target that has not been achieved will be cancelled.

The purchasers of Series B Preferred Stock (including the Participating Clients) have agreed to enter into a Shareholders' Agreement upon the closing of the Merger. The Participating Clients and the other purchasers of the Series B Preferred Stock will agree in the Shareholders'

Agreement not to sell any shares of common stock of the Issuer that they receive in the Merger for six months after the closing of the Merger. In addition, the Issuer will agree in the Shareholders' Agreement to effect a shelf registration statement covering all of the shares of the Issuer's common stock issued in the Merger to the Participating Clients and the other purchasers of Series B Preferred Stock within six months of the closing of the Merger. If a shelf registration statement covering all of such shares is not declared effective within six months of the closing of the Merger, the purchasers of the Series B Preferred Stock will be entitled to receive, at the Issuer's election, either cash or additional shares of the Issuer's common stock, in an amount equal to the quotient of (i) $0.10 multiplied by (ii) the number of shares of the Issuer's common stock held by such purchasers, on the six month anniversary of the closing of the Merger and for every 30 day period that such shelf registration statement has not been declared effective, pro rated for any delay period or additional delay period of less than 30 days. The Participating Clients and the other purchasers of the Series B Preferred will also receive piggyback registration rights with respect to the shares issued to them in the Merger and will be separately entitled to two demand registrations and may demand an underwritten offering beginning 12 months after the closing of the Merger.

Pursuant to the Stock Purchase Agreement, HUGHES Telematics may not agree to amend, modify or terminate the Merger Agreement without the consent of each purchaser of Series B Preferred Stock. In addition, the purchasers of the Series B Preferred Stock have agreed until May 15, 2009 to vote their shares of Series B Preferred Stock in favor of the Merger.

The Participating Clients own shares of the Issuer but are not Reporting Persons. The Participating Clients also own warrants to acquire 1,662,200 shares of the Issuer's common stock at a price of $7.00 per share that are not currently exercisable. These warrants will become exercisable upon the completion of the Merger or the Issuer's completion of another business combination, and will expire on January 10, 2012 or earlier upon redemption. Wellington Management, in its capacity as investment adviser, may be deemed to beneficially own shares of the Issuer which are held by its clients, including the Participating Clients.

Item 7. Material to Be Filed as Exhibits.

Exhibit 1. Second Amended & Restated Term Sheet for Shareholders' Agreement, filed as an exhibit to the Form 8-K filed by the Issuer on March 12, 2009.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

By: Wellington Management Company, LLP

By: /s/Robert J. Toner
Name: Robert J. Toner
Title: Vice President
Date: March 17, 2009