

# Commercial Inland Marine Coverage Form For Portable Electronic Communication Equipment Declaration



<b>Policy Number:</b> IM 5470997-00		<b>Effective Date:</b> 10/12/2014	
<b>Insurance Is Provided By The Company Stated Below</b>			
Zurich American Insurance Company 1400 American Lane Schaumburg, Illinois 60196-1056 1-800-382-2150			
<b>Named Insured and Address</b>			
Sprint Management Company 6450 Sprint Parkway Overland Park, KS 66251			
<b>Email Address:</b>			
<b>Agency Name and Address</b>		<b>Wireless Service Provider</b>	
eSecuritel Agency P.O. Box 03 Alpharetta, GA 30009		Sprint Management Company 6450 Sprint Parkway Overland Park, KS 66251	
Please see endorsement below reflecting name change.			
<b>Agency Code:</b> 45-261-000			
<b>Waiting and Evaluation Periods See Certificate</b>			
<b>Waiting Period:</b> None if enrolled at the time of purchase. If enrollment occurs within 30 days of purchase, coverage begins on the subscriber's next billing cycle.		<b>Evaluation Period:</b> 30 days	
<b>Covered Causes of Loss</b>			
<ol style="list-style-type: none"> <li>1. Accidental damage, including liquid damage</li> <li>2. Loss</li> <li>3. Theft</li> <li>4. Mechanical Failure after the manufacturer's warranty expires</li> <li>5. Electrical Failure after manufacturer's warranty expires</li> </ol>			
<b>Claim Limitations</b>			
We will only perform a maximum of <u>2</u> repair or replacements during <u>12 months</u> of protection.			
<b>Premium, Deductible and Non-Return Fee</b>			
<b>Equipment Class*</b>	<b>Premium</b>	<b>Deductible</b>	<b>Non-Return Fee</b>
See attached form U-CIM-D-252-A CW 02/12			
<b>State Insurance Surcharge/Taxes/Fees</b> (Not Applicable in New York)			
<b>Amount</b>	<b>Name</b>		
See attached form U-GU-616-A CW 10/02			
*To determine the Equipment Class for an item, please refer to the Schedule of Eligible Portable Electronic Communication Equipment.			

<b>Description of Covered Accessories:</b>
Standard Battery & Wall Charger
<b>Authorized Service Representative Information</b> eSecuritel Agency LLC / Brightstar Agency, LLC P.O. Box 03 Alpharetta, GA 30009 *In California, Brightstar Agency, LLC d/b/a BDP Insurance Agency, LLC <b>Telephone Number:</b> 844-534-3097 <b>Website Address:</b> myphoneguardian.com/sprintprepaid
IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.
<b>Premium Payment Information</b>
PER MONTHLY REPORTS
<b>Endorsements Effective at Inception</b>
SEE ATTACHED LIST OF FORMS & ENDORSEMENTS
THESE DECLARATIONS TOGETHER WITH THE COVERAGE PART FORM, FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.
Countersigned this                      day of  <span style="float: right;">Authorized Representative</span>
<b>Date Issued:</b>

Policy Number IM 5470997-00

Endorsement No. 001

**COMMON POLICY CHANGE ENDORSEMENT**

Named Insured SPRINT MANAGEMENT COMPANY

Effective Date: 04/19/2016  
12:01 A.M., Standard Time

Agent Name BRIGHTSTAR AGENCY, LLC

Agent No. 45-261-000

**POLICY CHANGES ENDORSEMENT DESCRIPTION (CONT'D)**

THE POLICY IS AMENDED AS FOLLOWS:

THE AGENCY HAS BEEN AMENDED TO: BRIGHTSTAR AGENCY, LLC  
2325 LAKEVIEW PARKWAY, STE 700  
ALPHARETTA, GA 30009

\*In California, Brightstar Agency, LLC d/b/a BDP Insurance Agency,LLC

NO CHANGE IN PREMIUM

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

**REMOVAL PERMIT**

If this policy includes the Commercial Property Coverage Part, the following applies with respect to the Coverage Part:

If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change; after that, this insurance does not apply at the previous location.

# Premium, Deductible and Non-Return Fee Schedule



Master Policy No.  
IM 5470997-00

Eff. Date of Policy  
10/12/2014

Eff. Date of Schedule  
10/12/2014

<b>SCHEDULE</b>			
<b>Equipment Class*</b>	<b>Premium</b>	<b>Deductible</b>	<b>Non-Return Fee</b>
1. \$0 - \$79.99	\$7.00	\$20.00	\$25.00
1. \$80.00 - \$149.99	\$7.00	\$20.00	\$75.00
2. \$150.00 - \$179.99	\$7.00	\$50.00	\$75.00
2. \$180.00 - \$249.99	\$7.00	\$50.00	\$125.00
3. \$250.00 - \$279.99	\$7.00	\$100.00	\$125.00
3. \$280.00 - \$399.99	\$7.00	\$100.00	\$200.00
4. \$400 and Above	\$7.00	\$175.00	\$200.00

\*To determine the Equipment Class for an item, please refer to the Schedule of Eligible Portable Electronic Communication Equipment.

# Schedule Of Eligible Portable Electronic Communication Equipment



Master Policy No.  
IM 5470997-00

Eff. Date of Policy  
10/12-2014

Eff. Date of Schedule  
10/12/2014

<b>SCHEDULE</b>	
<b>Equipment Class</b>	<b>Equipment Description</b>
1.	\$0 – \$149.99
2.	\$150.00 – \$249.99
3.	\$250.00 – \$399.99
4.	\$400.00 and above

**SCHEDULE OF TAXES, SURCHARGES OR FEES**

Named Insured Sprint Management Company

Effective Date: 10/12/2014

Agent Name eSecuritel Agency

12:01 A.M., Standard Time  
Agent No. 45-261-000

			<b>FIRE</b>	<b>OTHER</b>		<b>ISO</b>
<b>STATE</b>	<b>LM.</b>	<b>MISC</b>	<b>MARSHAL</b>	<b>TAXES</b>	<b>MUNICIPAL</b>	<b>LM.</b>
ALABAMA	3.60	<b>0.31</b>				3.91
ALASKA	2.70	0.31				3.01
ARIZONA	2.00	0.31				2.31
ARKANSAS	2.50	0.31	0.50			3.31
CALIFORNIA	2.35	0.31				2.66
COLORADO	1.00	0.31				1.31
CONNECTICUT	1.75	0.31				2.06
DELAWARE	2.00	0.31				2.31
D.C.	2.00	0.31				2.31
FLORIDA	1.75		0.12			1.87
GEORGIA	2.25	0.31	0.30		2.50	5.36
HAWAII	4.27	0.31				4.58
IDAHO	1.50	0.31				1.81
ILLINOIS	0.50	0.31	0.15			0.96
INDIANA	1.30	0.31				1.61
IOWA	1.00	0.31				1.31
KANSAS	2.00	0.31				2.31
KENTUCKY	2.00	0.31	0.11			2.42
LOUISIANA	3.00	0.31		1.04		4.35
MAINE	2.00	0.31	0.38			2.69
MASSACHUSETTS	2.28	0.31				2.59
MICHIGAN	1.25	0.31				1.56
MINNESOTA	2.00	0.31				2.31
MISSISSIPPI	3.00	0.31	0.45			3.76
MISSOURI	2.00	0.31				2.31
MONTANA	2.75	0.31	0.38			3.44
NEBRASKA	1.00	0.31				1.31
NEVADA	3.50	0.31				3.81
NEW HAMPSHIRE	1.25	0.31				1.56
NEW JERSEY	2.10	0.31				2.41
NEW MEXICO	3.00	0.31				3.31
NEW YORK	2.00					2.00
NORTH CAROLINA	1.90	0.31		0.90		3.11
NORTH DAKOTA	1.75	0.31				2.06
OHIO	1.40	0.31	0.08			1.79
OKLAHOMA	2.25	0.31	0.05			2.61
OREGON	1.00	0.31	0.20			1.51
PENNSYLVANIA	2.00	0.31				2.31
PUERTO RICO	4.00	0.31				4.31
RHODE ISLAND	2.00	0.31				2.31

SOUTH CAROLINA	1.25	0.31	0.47		2.00	4.03
SOUTH DAKOTA	2.50	0.31	0.08			2.89
TENNESSEE	2.50	0.31	0.15			2.96
TEXAS	2.00	0.31		0.31		2.62
UTAH	2.25	0.31				2.56
VERMONT	2.00	0.31				2.31
VIRGINIA	2.25	0.31	1.00	0.08		3.64
WASHINGTON	2.00	0.31				2.31
WEST VIRGINIA	3.00	0.31	0.08			3.39
WISCONSIN	0.09		0.50			0.59
WYOMING	0.75	0.31				1.06

Commercial Insurance

Policy Number IM 5470997-00

**SCHEDULE OF FORMS AND ENDORSEMENTS**

Named Insured Sprint Management Company

Effective Date: 10/12/2014

Agent Name eSecuritel Agency

12:01 A.M., Standard Time  
Agent No. 45-261-000

Form Name	Form Number
CIM Coverage Form For Portable Electronic Communication Equipment – Declaration	U-CIM-D-250-A CW 0212
Premium, Deductible and Non-Return Fee Schedule	U-CIM-D-252-A CW 0212
Schedule of Eligible Portable Electronic Communication Equipment	U-CIM-D-253-A CW 0212
Schedule of Taxes, Fees and Surcharges	U-GU-616-A CW 1002
Schedule of Forms and Endorsements	U-GU-619-A CW 1002
In Witness Clause	U-GU-319-F 0109
Terrorism Disclosure – Policy Endorsement	U-GU-630-C CW 1207
Exclusion of Terrorism – Inland Marine	U-GU-682-B CW 0108
CIM Coverage Form For Portable Electronic Communication Equipment	U-CIM-250-A CW 0212
Monetary Reimbursement Endorsement	U-CIM-257-A CW 0212
Alaska Changes	U-CIM-283-B AK 0813
Alabama Changes	U-CIM-284-A AL 0412
Arkansas Changes	U-CIM-260-B AR 0513
Arizona Changes	U-CIM-285-A AZ 0412
California Changes	U-CIM- 261-B CA 1113
Colorado Changes	U-CIM-286-A CO 0412
Connecticut Changes	U-CIM-287-A CT 0412
Delaware Changes	U-CIM-317-A DE 0812
District of Columbia Changes	U-CIM-263-B DC 0513
Florida Changes	U-CIM-288-A FL 0412
Georgia Changes	U-CIM-289-A GA 0412
Hawaii Changes	U-CIM-290-A HI 0412
Idaho Changes	U-CIM-291-A ID 0412
Illinois Changes	U-CIM-265-A IL 0712
Indiana Changes	U-CIM-292-A IN 0412
Iowa Changes	U-CIM-264-A IA 0212
Kansas Changes	U-CIM-266-A KS 0212
Kentucky Changes	U-CIM-296-A KY 0612



Louisiana Changes	U-CIM-267-A LA 0212
Maine Changes	U-CIM-297-A ME 0612
Maryland Changes	U-CIM-298-A MD 1013
Michigan Changes	U-CIM-299-A MI 0612
Minnesota Changes	U-CIM-300-A MN 0612
Mississippi Changes	U-CIM-293-A MS 0612
Missouri Changes	U-CIM-301-B MO 1013
Montana Changes	U-CIM-268-B MT 1013
Nebraska Changes	U-CIM-269-A NE 0212
Nevada Changes	U-CIM-272-A NV 0212
New Hampshire Changes	U-CIM-270-B NH 0912
New Jersey Changes	U-CIM-302-B NJ 1112
New York Changes	U-CIM-273-A NY 0212
North Carolina Changes	U-CIM-294-B NC 1013
North Dakota Changes	U-CIM-303-A ND 0612
New Mexico Changes	U-CIM-271-B NM 0813
Ohio Changes	U-CIM-295-A OH 0612
Oklahoma Changes	U-CIM-274-A OK 0212
Oklahoma Changes – Effective and Expiration	U-CIM-282-A OK 0212
Oregon Changes	U-CIM-275-A OR 0212
Pennsylvania Changes	U-CIM-304-C PA 1213
Puerto Rico Changes	U-CIM-277-A PR 0212
Rhode Island Changes	U-CIM-311-B RI 0913
South Carolina Changes	U-CIM-278-A SC 0212
South Dakota Changes	U-CIM-305-A SD 0612
Tennessee Changes	U-CIM-306-A TN 0612
Texas Changes	U-CIM-307-A TX 0612
Utah Changes	U-CIM-308-A UT 0612
Virgin Island Changes	U-CIM-318-A VI 0513
Vermont Changes	U-CIM-309-A VT 0612
Washington Changes	U-CIM-279-B WA 1113
West Virginia Changes	U-CIM-280-A WV 0212
Wisconsin Changes	U-CIM-281-A WI 0212
Wyoming Changes	U-CIM-310-B WY 0614



## Important Notice – In Witness Clause

In return for the payment of premium, and subject to the terms of this policy, coverage is provided as stated in this policy.

IN WITNESS WHEREOF, this Company has executed and attested these presents and, where required by law, has caused this policy to be countersigned by its duly Authorized Representative(s).

*Nancy D. Mueller*

President

*James E. Kennedy*

Corporate Secretary

**QUESTIONS ABOUT YOUR INSURANCE?** Your agent or broker is best equipped to provide information about your insurance. Should you require additional information or assistance in resolving a complaint, call or write to the following (please have your policy or claim number ready):

Zurich in North America  
Customer Inquiry Center  
1400 American Lane  
Schaumburg, Illinois 60196-1056  
**1-800-382-2150** (Business Hours: 8am - 4pm [CT])  
**Email:** [info.source@zurichna.com](mailto:info.source@zurichna.com)

**Insured Name:** Sprint Management Company

**Policy Number:** IM 5470997-00

**Effective Date:** 10/12/2014



**THIS DISCLOSURE IS ATTACHED TO AND MADE PART OF YOUR POLICY.**

**DISCLOSURE OF IMPORTANT INFORMATION**

**RELATING TO TERRORISM RISK INSURANCE ACT**

**SCHEDULE\***

Premium attributable to risk of loss from certified acts of terrorism for lines of insurance subject to TRIA:

**N/A**

\*Any information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Disclosure of Premium**

In accordance with the federal Terrorism Risk Insurance Act ("TRIA"), as amended, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the risk of loss from terrorist acts certified under that Act for lines subject to TRIA. That portion of premium attributable is shown in the Schedule above. The premium shown in the Schedule above is subject to adjustment upon premium audit, if applicable.

**B. Disclosure of Federal Participation in Payment of Terrorism Losses**

The United States Government may pay a share of insured losses resulting from an act of terrorism. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the insurer retention. The insurer retention equals 20% of the insurer's prior calendar year direct earned premium associated with lines of insurance subject to TRIA. TRIA is scheduled to expire on December 31, 2014.

**C. Disclosure of \$100 Billion Cap on All Insurer and Federal Obligations**

If aggregate insured losses attributable to terrorist acts certified under TRIA exceed \$100 billion in a Program Year (January 1 through December 31) and an insurer has met its deductible under the program, that insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

**D. Availability**

As required by TRIA, we have made available to you for lines subject to TRIA coverage for losses resulting from acts of terrorism certified under TRIA with terms, amounts and limitations that do not differ materially from those for losses arising from events other than acts of terrorism.

**E. Definition of Act of Terrorism under TRIA**

TRIA defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States:

1. to be an act of terrorism;
2. to be a violent act or an act that is dangerous to human life, property or infrastructure;
3. to have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed \$5,000,000.



ZURICH

# Exclusion of Certified Acts of Terrorism

Insureds Name	Policy Number	Effective Date	Endorsement Number
Sprint Management Company	IM 5470997-00	10/12/2014	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies your insurance:

### SCHEDULE\*

The exception relating to certain fire losses applies to property located in the following state(s), if covered by this insurance:

State(s)
California, Maine, Missouri, Oregon, Rhode Island and Wisconsin

\*Information required to complete the Schedule, if not shown above, will be shown in the Declarations.

#### A. Exclusion of Certified Acts of Terrorism

We will not pay for loss or damage caused directly or indirectly by a “certified act of terrorism”, including action in hindering or defending against an actual or expected “certified act of terrorism”. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

#### B. Exception Relating to Fire Losses Applicable to Property Located in Certain States

If the “certified act of terrorism” results in fire, we will pay for the direct physical loss or damage to Covered Property caused by that fire. This exception does not apply to any other loss or damage including but not limited to business income, extra expense, any additional coverage and any coverage extension.

#### C. Definition

“Certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act (“TRIA”). The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. to be an act of terrorism;
2. to be a violent act or an act that is dangerous to human life, property or infrastructure;
3. to have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed \$5,000,000.

**D. Application of Other Exclusions**

The terms and limitations of a terrorism exclusion or any other exclusion, or the inapplicability or omission of a terrorism exclusion or any other exclusion, do not serve to create coverage which would otherwise be excluded, limited or restricted under this policy.

**E. Cap on Losses From Certified Acts of Terrorism**

If aggregate insured losses attributable to one or more "certified acts of terrorism" exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.



**ZURICH**<sup>®</sup>

# Commercial Inland Marine Coverage Form For Portable Electronic Communication Equipment

This policy has certain provisions and requirements unique to it and may be different from other policies an Insured may have purchased.

Throughout this policy the words Named Insured mean the entity shown in the Declarations. The words "you" and "your" refer to that entity. The words "we", "us" and "our" refer to the Company providing this insurance. Other words and phrases that appear in quotation marks have special meaning. Refer to the **Definitions** section.

Carefully read the entire policy, to determine rights, duties, and what is and is not covered.

## **A. INSURING AGREEMENTS**

We agree to repair or replace "covered equipment" that has incurred "loss" or damage from those Covered Causes Of Loss that are listed on the Declarations of this policy. If we replace "covered equipment", it will be with equipment of comparable make, model and features. We have the right to replace with previously used equipment that has been refurbished. Delivery of replacement equipment to the address specified by the "enrolled customer" or issuance of an authorization to repair or obtain a replacement for "covered equipment" at a facility specified by us fulfills our obligations under this agreement.

## **B. WHEN POLICY STARTS**

This policy will commence at 12:01 am at the address of the Named Insured on the effective date shown in the Declarations. Enrollment in this policy is possible from this date until the policy is cancelled..

## **C. WHAT EQUIPMENT WE COVER**

We cover:

1. The equipment shown as being active for the "enrolled customer" in the records of the Wireless Service Provider designated by the "enrolled customer" at the time of enrollment.
2. Any equipment we provide to the "enrolled customer" as replacement equipment.
3. Any equipment the "enrolled customer" has activated with the Wireless Service Provider and reported to us. If there is a difference in equipment class, additional charges may apply.

## **D. WHEN COVERAGE APPLIES**

Coverage applies according to the following provisions:

1. Eligible equipment listed in the Schedule Of Eligible Portable Electronic Communication Equipment and identified in the Wireless Service Provider's records at the time of enrollment shall be covered following the expiration of any applicable "waiting period". Such "waiting period" will begin with the first recorded use of the wireless service by such device.
2. Equipment we provided as a replacement to an "enrolled customer" is covered beginning once the "enrolled customer" or their agent takes possession.
3. Coverage for any equipment to which the "enrolled customer" has transferred their wireless service will commence when we are first notified that the "enrolled customer" has transferred the wireless service to the new equipment and any "waiting period" has expired.

If the equipment is not listed on the Schedule Of Eligible Portable Electronic Communication Equipment, we may fulfill our responsibility to repair or replace by making a monetary payment for the lesser of \$500 or the manufacturer's suggested retail price of the equipment. Either payment will be further reduced by \$125 if the equipment is returned to us or \$250 if the equipment is not returned to us. This monetary reimbursement option will expire at the end of the Evaluation Period unless we notify the "enrolled customer" that the equipment remain ineligible for repair or replacement.

4. Coverage applies only to eligible equipment for which the "enrolled customer" has logged usage from the mobile number registered with the Wireless Service Provider on record with us after coverage has begun.

5. Coverage applies only to equipment that has incurred "loss" or damage from those Covered Causes Of Loss listed on the Declarations or Certificate during the month for which the "enrolled customer" has paid the required premium.

#### **E. NUMBER OF TIMES WE WILL REPAIR OR REPLACE**

For each unique Certificate issued to an "enrolled customer", we will not perform more repairs and/or replacements than the number of times specified in the Declarations or Certificate during the period of time specified on the Declarations or Certificate.

#### **F. EXCLUSIONS**

We will not pay for "loss" 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":

##### **1. Governmental Authority**

Seizure or destruction of "covered equipment" by order of governmental authority.

##### **2 Nuclear Hazard**

Nuclear reaction or radiation, or radioactive contamination, however caused. If physical "loss" or damage by fire ensues, we will pay only for such ensuing "loss" or damage.

##### **3. War**

- a. War, including undeclared or civil war;
- b. Warlike action by a military force; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

Such "loss" or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss" or damage.

##### **4. Obsolescence**

Obsolescence or depreciation of the "covered equipment".

##### **5. Recall Or Design Defect**

- a. Manufacturer's recall; or
- b. Error or omission in design, programming or system configuration.

##### **6. Cosmetic Damage**

Cosmetic damage, however caused, that does not affect the manufacturer's intended use. This includes, but is not limited to:

- a. Cracking, marring, or scratching;
- b. Change in color or other change in the exterior finish; or
- c. Expansion or contraction.

##### **7. Covered Under Warranty**

"Loss" or damage that is covered under the manufacturer's warranty. This exclusion shall apply to any equipment submitted for repair or replacement to the warranty provider until such repair or replacement has been completed to your satisfaction.

##### **8. Claim Reporting**

"Loss" from any cause if the failure to report a claim as required by this policy prejudices our ability to handle the claim.

## **9. Programming, Repair Work**

Programming, cleaning, adjusting, repairing, modifying, installing, servicing, maintaining, or performing any other work upon “covered equipment” that is intended to alter, improve, maintain or enhance the performance of the equipment.

## **10. Virus**

“Computer virus” or any other malicious code or similar instruction that:

- a. Disrupts the normal operation of the “covered equipment”; or
- b. Results in destruction of or unsuitability of data or programs stored in the “covered equipment”.

## **11. Voluntary Parting**

Voluntarily parting with “covered equipment” by the “enrolled customer” or by any person entrusted with “covered equipment”, whether or not induced to do so by any fraudulent scheme, trick, device or false pretense.

## **12. Intentional “Loss” Or Damage**

Abuse, intentional acts, or use of the “covered equipment” in a manner inconsistent with the use for which it was designed, intended, or advised by the manufacturer or that would void the manufacturer’s warranty.

## **13. Failure To Mitigate**

Failure to do what is reasonably necessary to minimize the “loss” and to protect the “covered equipment” from any further “loss”.

## **14. Vermin**

Insects, rodents, or other vermin.

## **15. Pollution**

“Pollutants”.

## **16. Outside Coverage Period**

- a. “Loss” that takes place before equipment is “covered equipment”; or
- b. “Loss” that takes place in any month for which the “enrolled customer” has not paid the required premium; or
- c. “Loss” that takes place after the effective date of cancellation of any enrollment.

17. Normal wear and tear or any condition existing prior to date of enrollment of the “enrolled customer”.

## **G. POLICY CONDITIONS**

### **1. POLICY CANCELLATION**

The following cancellation provision applies to the policy unless a special state cancellation endorsement applies.

- a. You may end your authority to enroll customers by mailing or delivering to us advance written notice of such intent. Such action will not affect any protection for customers already enrolled.
- b. “Enrolled customers” may cancel their protection at any time.
- c. We may terminate your authority to enroll new customers by mailing or delivering to you written notice at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

(2) 60 days before the effective date of cancellation if we cancel for any other reason.

Such action will not affect any protection for customers already enrolled.

- d. We or you may cancel the protection for a specific “enrolled customer” by mailing or delivering written notice to such customer at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

(2) 60 days before the effective date of cancellation if we cancel for any other reason.



The party sending such notice has the responsibility of notifying the other that such notice has been sent.

- e. We will mail or deliver our notice to the Named Insured's last mailing address known to us.
- f. Notice of cancellation will state the effective date of cancellation.

If the protection for any specific "enrolled customer" is cancelled, we will send the Named Insured any premium paid in advance for months after the month of cancellation. The cancellation will be effective even if we have not made or offered a refund. It is the responsibility of the Named Insured to remit the proper proportion of any returned premium or premium received from "enrolled customers" but not sent to us to each "enrolled customer".

- g. If notice is mailed, proof of mailing will be sufficient proof of notice.

## **2. CHANGES**

This policy contains all the agreements between the Named Insured and us concerning the insurance afforded. The Named Insured is authorized to request changes to the terms of this policy on behalf of all "enrolled customers", but such changes shall be effected only with our consent as expressed by an endorsement written by us and attached to this policy. It is the responsibility of the Named Insured to notify all other "enrolled customers" of such change; however, the failure of the Named Insured to do so will not invalidate the change. Notice of such change to the Named Insured shall be considered notice to all "enrolled customers".

## **3. EXAMINATION OF NAMED INSURED'S BOOKS AND RECORDS**

We may examine and audit the Named Insured's books and records as they relate to this policy at any time during the policy period and up to 3 years afterward.

## **4. PREMIUMS**

The Named Insured:

- a. Is responsible for the payment of all premiums for all customers the Named Insured has enrolled and to whom Certificates have been issued;
- b. Will be the payee for any return premiums we pay;
- c. Is responsible for returning any return premium to each "enrolled customer"; and
- d. May contract to have a program administrator acceptable to us perform notification, premium collection and return premium duties.

## **5. TRANSFER OF NAMED INSURED'S RIGHTS AND DUTIES UNDER THIS POLICY**

The Named Insured's rights and duties under this policy may not be transferred without our written consent.

## **6. CONCEALMENT, MISREPRESENTATION OR FRAUD**

The coverage provided by this policy is void with respect to any "enrolled customer" who commits fraud or intentionally conceals or misrepresents a material fact concerning:

- a. This policy;
- b. The "covered equipment";
- c. The "enrolled customer's" interest in the "covered equipment"; or
- d. A claim under this policy.

## **7. LEGAL ACTION AGAINST US**

No one may bring a legal action against us under this policy unless:

- a. There has been full compliance with all terms of this policy; or
- b. The action is brought within the earliest of:
  - (1) 2 years after the "enrolled customer" has knowledge of "loss"; or
  - (2) The termination of this policy.

## **H. DEDUCTIBLE**

The Deductible amount shown on the Declarations or Certificate is payable by the “enrolled customer” for each claim for “loss” to “covered equipment”. The Deductible is nonrefundable if we replace equipment; however, if we repair the equipment and our cost to repair is less than the Deductible that has been paid, then the excess amount will be refunded. The Deductible does not reduce the amount we will pay for repair or replacement of equipment.

## **I. OUR RIGHTS AND RESPONSIBILITIES**

1. In the event of a covered “loss”, we will arrange for the repair or replacement of the lost, stolen or damaged “covered equipment”. We have no obligation to repair, replace or restore electronic data, programming or applications on the “covered equipment” nor are we responsible for any consequential damages arising from the loss of use of the “covered equipment”. Our repair of “covered equipment” or delivery of replacement equipment fulfills our obligation.
2. Replacement equipment may be refurbished equipment and/or equipment of like kind and quality. Such equipment may be a different brand, model, and/or color and contain non-original manufacturer parts and accessories.
3. Equipment failure evaluations performed by our Authorized Service Representative, “authorized service facility”, and/or the manufacturer may be required prior to approval of your request for replacement of the “covered equipment”.
4. Unless requested otherwise by “enrolled customer” via the website or mailing to the Authorized Service Representative, the “enrolled customer” agrees and consents to permit us to make disclosures and provide notices to the “enrolled customer” in electronic form, instead of providing such notices and disclosures in written and mailed form. The “enrolled customer’s” consent and agreement shall relate to all forms of disclosures and notices required under applicable law and shall remain valid until such time as the “enrolled customer” may exercise his or her right to revoke this consent.
5. We are not responsible for any fees or charges to the “enrolled customer” for receiving electronic messages sent by us to provide notices as per paragraph 4. above.
6. Any rights the “enrolled customer” has against anyone causing “loss” to “covered equipment” are transferred to us upon our fulfillment of our duties. The “enrolled customer” shall do nothing following such “loss” to impair such rights.

## **J. CLAIM REPORTING PROCEDURES, DUTIES, AND RESPONSIBILITIES**

1. In the event that “covered equipment” is lost or stolen, the “enrolled customer” must first notify the Wireless Service Provider to suspend service before submitting the claim. Proof may be required.
2. For any “loss” involving a violation or alleged violation of law or any loss of possession, the law enforcement agency with jurisdiction must be notified and we must be provided confirmation of such notification.
3. Any “loss” should be reported to us promptly. We have no obligation to respond to “loss” not reported within 60 days if such delay prejudices our ability to handle the claim.

All claims must be submitted through our Authorized Service Representative for our approval prior to any action on that claim. Any claims that are not submitted through our Authorized Service Representative for our approval will not be fulfilled.

4. All equipment for which we issue replacement equipment becomes our property. If “covered equipment” is damaged or malfunctioning, the “enrolled customer” is required to return such equipment at our expense. Should the “enrolled customer” be unable or unwilling to return the damaged, malfunctioning, or recovered equipment for which a replacement was issued, a non–return fee equal to the amount shown in the Premium, Deductible and Non-Return Fee Schedule will be charged in addition to the Deductible.
5. If we request, you or your “enrolled customer” must provide us:
  - a. A detailed proof of loss statement;
  - b. Proof of ownership;
  - c. Proof of identity;
  - d. Proof of equipment usage;

- e. Affidavit of "loss";
- f. Any other reasonably requested records and documents.

Any documentation we request must be provided within sixty (60) days of such request.

- 6. We have the right to inspect and examine equipment and records proving the "loss".
- 7. Any person submitting a claim must allow us to question them under oath, at such times as may be reasonably required, about any matter relating to this insurance or that claim.

#### 8. COOPERATION

The Named Insured and the "enrolled customer" must cooperate with us.

#### 9. TAKE POSSESSION

The "enrolled customer" must take delivery of replacement equipment or obtain the authorized repair within 60 days of claim approval by us.

### K. DEFINITIONS

- 1. "Authorized service facility" means the location or locations that serve as a repair or replacement facility for the program and supply replacements for "covered equipment". Selection of the "authorized service facility" will be at the sole discretion of us or our Authorized Service Representative.
- 2. "Covered equipment" refers to equipment meeting both of the following provisions:
  - a. Eligible portable electronic communication equipment, inclusive of any Covered Accessories, that may be identified by an unaltered, unique IMEI (International Mobile Equipment Identity), ESN (Electronic Serial Number) or MEID (Mobile Equipment ID) and is registered as being active under the "enrolled customer" with the Wireless Service Provider and its wireless network.
  - b. Equipment meeting the conditions specified in provisions **What Equipment We Cover** and **When Coverage Applies** of this policy.
- 3. "Computer virus" means any unauthorized programming or intrusive codes that are entered by any means into covered data processing equipment, media, software, programs, systems or records and interrupt the operations of "covered equipment".
- 4. "Enrolled Customer(s)" means the customers of the Named Insured who have elected to accept the protection offered by the Named Insured as part of a sales agreement with the Named Insured and who have paid all applicable premiums due with respect to the "covered equipment".
- 5. "Loss" and "Losses" means the inability to use "covered equipment" as a result of a Covered Causes Of Loss.
- 6. "Mechanical or electrical failure" means failure of "covered equipment" to operate due to a faulty part or workmanship when operated according to the manufacturer's instructions.
- 7. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 8. "Waiting period" means that period of time beginning with the first use of the "covered equipment" following the purchase of this protection as shown by the records of the Wireless Service Provider, and ending with the elapse of the time period specified in the Declarations or Certificate.

### L. RECORD AUTHORIZATION

It is expressly agreed and understood that by accepting this coverage, the "enrolled customer" understands and authorizes us and our Authorized Service Representative to access their account records with the Wireless Service Provider for claim handling and coverage validation purposes.

# Monetary Reimbursement Endorsement



Master Policy No.      Eff. Date of Policy      Eff. Date of Endorsement  
IM 5470997-00      10/12/2014      10/12/2014

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**COMMERCIAL INLAND MARINE COVERAGE FORM FOR PORTABLE ELECTRONIC COMMUNICATION EQUIPMENT**

<b>Monetary Reimbursement Schedule</b>	
<b>Equipment Class</b>	<b>Maximum Reimbursement Value</b>
Tier 1	\$150.00
Tier 2	\$250.00
Tier 3	\$1000.00
Tier 4	\$1500.00

The Reimbursement Value shown in the Schedule reflects our retention of the deductible.

We have the right to fulfill our repair or replacement obligation by either of the two methods shown below:

**Option 1 - Issuance Of A Voucher**

Under this option we will issue the "enrolled customer" a voucher redeemable at an "authorized service facility". The amount of this voucher will be the lower of:

1. The manufacturer's suggested retail price for the "covered equipment"; or
2. The Maximum Reimbursement Value shown in the Schedule above for the Equipment Class of the "covered equipment".

**Option 2 - Monetary Reimbursement**

Under this option the "enrolled customer" has the right to select and purchase equipment of their choosing. Such equipment will not be considered replacement equipment in terms of protection provided by this policy. Upon receipt of a copy of a sales receipt or purchase agreement showing the price of such equipment, we will remit to the enrolled customer a check for the lowest of the following amounts:

1. The manufacturer's suggested retail price for the "covered equipment";
2. The price of the newly purchased equipment as shown on the sales receipt or purchase agreement; or
3. The Maximum Reimbursement Value shown in the Schedule above for the Equipment Class of the "covered equipment".

**The amount of the Voucher or Monetary Reimbursement will be reduced by any applicable deductible that has not been paid to us.**

All other terms, conditions, provisions and exclusions of this policy remain the same.



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## Alaska Changes

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
IM 5470997-00	10/12/2014	10/12/2016	10/12/2014	45-261-000		

Named Insured/Mailing Address: Sprint Management Company	Producer: eSecuritel Agency
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### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

#### Commercial Inland Marine Coverage Form For Portable Electronic Communication Equipment

**A.** The first paragraph of Section **F. Exclusions** replaced by the following:

We will not pay for "loss" 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.

**B.** The following changes are made to Section **G. Policy Conditions**:

1. Section **G. Policy Conditions** is modified by the addition of the following:

**a. Other Insurance**

In the event of a covered "loss" under more than one policy, this policy will provide primary Coverage **G**.

**b. Notice Of Premium Or Coverage Changes On Renewal**

If the premium to renew this policy increases more than 10% for a reason other than an increase in coverage or exposure basis, or if after the renewal there will be a material restriction or reduction in coverage not specifically requested by the Named Insured, we will mail written notice to your last known address and the last known address of the agent or broker of record at least 45 days before:

**a.** The expiration date; or

**b.** The anniversary date if this policy has been written for more than one year or with no fixed expiration date.

2. Paragraph **1. Policy Cancellation** is replaced by the following:

**1. Policy Cancellation**

- a. You may end your authority to enroll customers by mailing to us advance written notice of cancellation.

If you end your authority to enroll customers, then you shall provide written notice to each “enrolled customer”, advising them as to the termination of the policy and providing the date on which the same shall become effective. The written notice shall be delivered to each “enrolled customer” at least 30 days in advance of the date of termination.

- b. “Enrolled customers” may cancel their protection at any time.
- c. We may terminate your authority to enroll new customers 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)** 30 days before the effective date of termination if we cancel for:

- (1)** Conviction of the Named Insured of a crime having as one of its necessary elements an act increasing a hazard insured against;
- (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;
- (3)** Nonpayment of premium;
- (4)** Failure or refusal of the Named Insured to provide the information necessary to confirm exposure or determine the policy premium; or

**(b)** 60 days before the effective date of cancellation if we cancel for any other reason.

Such action will not affect any protection for customers already enrolled.

- d. We may cancel the protection for a specific “enrolled customer” by mailing to such customer 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:

Conviction of the “enrolled customer” of a crime having as one of its necessary elements an act increasing a hazard insured against; or

**(b)** 15 days before the effective date of cancellation if we cancel for:

Fraud or material misrepresentation by the “enrolled customer” or a representative of the “enrolled customer” in obtaining the insurance or by the “enrolled customer” in pursuing a claim under this policy; or

**(c)** 20 days before the effective date of cancellation if we cancel for:

- (1)** Nonpayment of premium; or
- (2)** Failure or refusal of the “enrolled customer” to provide the information necessary to confirm exposure or determine the policy premium; or

**(d)** 60 days before the effective date of cancellation if we or you cancel for any other reason.

- e. We will mail our notice to the Named Insured’s last known address and the last known address of the agent or broker of record.

- f. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date

If the protection for any specific “enrolled customer” is cancelled, we will send the Named Insured any premium paid in advance for months after the month of cancellation. The cancellation will be effective even if we have not made or offered a refund. It is the responsibility of the Named insured to remit the proper proportion of any returned premium or premium received from “enrolled customers” but not sent to us to each “enrolled customer”.

- g. A post office certificate of mailing or certified mail receipt will be sufficient proof of mailing of notice.

- h. If terminate your authority to enroll new customers, we will return any premium refund due to the agent or broker of record, or directly to the Named Insured. If:

(1) We terminate your authority to enroll new customers, 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:

(a) Nonpayment of premium;

(b) Conviction of the insured of a crime having as one of its necessary elements an act increasing a hazard insured against;

(c) 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; or

(d) Failure or refusal of the insured to provide the information necessary to confirm exposure or necessary to determine the policy premium;

Any unearned premium shall be returned or credited within 45 days after the cancellation notice is given; or

(2) You end your authority to enroll new customers, the refund:

(a) 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:

(i) And rewritten with us or in our company group;

(ii) At our request;

(iii) Because you no longer have a financial or insurable interest in the property or business operation that is the subject of this insurance; or

(iv) After the first year for a prepaid policy written for a term of more than one year; or

(b) Will be returned or credited:

(i) By the effective date of cancellation; or

(ii) within 45 days of your request to cancel;

Whichever is later.

If the policy is selected for audit, we will complete the audit within 45 days of receipt of the request for cancellation. The refund will be returned within 45 days of completion of an audit, or the effective date of cancellation, whichever is later.

- i. If we cancel the protection for a specific “enrolled customer”, we will return any premium refund due to the agent or broker of record, or directly to the “enrolled customer”. If:

(1) 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:

(a) Nonpayment of premium;

(b) Conviction of the “enrolled customer” of a crime having as one of its necessary elements an act increasing a hazard insured against;

(c) Discovery of fraud or material misrepresentation made by the “enrolled customer” or a representative of the “enrolled customer” in obtaining the insurance or by the “enrolled customer” in pursuing a claim under the policy; or

(d) Failure or refusal of the “enrolled customer” to provide the information necessary to confirm exposure or necessary to determine the policy premium;

Any unearned premium shall be returned or credited within 45 days after the cancellation notice is given; or

(2) The “enrolled customer” cancels, the refund:

(a) 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:

(i) And rewritten with us or in our company group;

(ii) At our request;

(iii) Because the “enrolled customer” no longer have a financial or insurable interest in the property or business operation that is the subject of this insurance; or

(iv) After the first year for a prepaid policy written for a term of more than one year; or

(b) Will be returned or credited:

(i) By the effective date of cancellation; or

(ii) within 45 days of the “enrolled customer’s” request to cancel;

whichever is later.

If the policy is selected for audit, we will complete the audit within 45 days of receipt of the request for cancellation. The refund will be returned within 45 days of completion of an audit, or the effective date of cancellation, whichever is later.

2. Paragraph **2. Changes** is amended to include:

If we change the terms and conditions of this policy, we shall provide the Named Insured with a revised policy or endorsement and each “enrolled customer” with a revised certificate, endorsement, or other evidence indicating the change in terms and conditions has occurred and a summary of material changes.

3. Paragraph **6. Concealment, Misrepresentation Or Fraud** is replaced by the following:

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## 6. 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 the “enrolled customer” or any other insured, at any time, concerning:

- a. This policy;
- b. The “covered equipment”;
- c. The “enrolled customer’s” interest in the “covered equipment”; or
- d. A claim under this policy.

4. Paragraph 7. **Legal Action Against Us** is replaced by the following:

### 7. Legal Action Against Us

No one may bring a legal action against us under this policy unless:

- a. There has been full compliance with all of the terms of this policy; and
- b. The legal action is brought within three years from the date the “enrolled customer” learned that the claim was denied.

C. Paragraph 7. of Section J. **Claim Reporting Procedures, Duties, And Responsibilities** is replaced by the following:

7. We may examine an “enrolled customer” under oath, while not in the presence of any other “enrolled customer” and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an “enrolled customer’s” books and records. In the event of an examination, an “enrolled customer’s” answers must be signed. An “enrolled customer” has the right to have legal counsel present at the examination.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# Alabama Changes



Master Policy No.      Eff. Date of Policy      Eff. Date of Endorsement  
IM 5470997-00      10/12/2014      10/12/2014

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**COMMERCIAL INLAND MARINE COVERAGE FORM FOR PORTABLE ELECTRONIC COMMUNICATION EQUIPMENT**

**A. The following exclusion is added to Section F. Exclusions:**

1. We will not pay for "loss" or damage arising out of any act committed:
  - a. By or at the direction of any enrolled customer"; 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 "enrolled customer" 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 **A.2.**, our payment to the innocent coinsured is limited to that "enrolled customer'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.

**B. The following is added to G. POLICY CONDITIONS, 5. TRANSFER OF NAMED INSURED'S RIGHTS AND DUTIES UNDER THIS POLICY:**

If we pay an innocent coinsured for loss arising out of an act of abuse by another "enrolled customer", 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.

**C. Section 7. LEGAL ACTION AGAINST US of G. POLICY CONDITIONS is replaced by the following:**

**7. 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 action is brought within the time limitations prescribed by Alabama law.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# Arkansas Changes



Master Policy No.	Eff. Date of Policy	Eff. Date of Endorsement
IM 5470997-00	10/12/2014	10/12/2014

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial Inland Marine Coverage Form For Portable Electronic Communication Equipment**

**A. Paragraph f. of Section E. Policy Conditions, 1. Policy Cancellation** is replaced by the following:

**f.** Notice of cancellation will state the effective date of cancellation.

If the protection for any specific "enrolled customer" is cancelled, we will send the Named Insured any premium paid in advance for months after the month of cancellation. It is the responsibility of the Named Insured to remit the proper proportion of any returned premium or premium received from "enrolled customers" but not sent to us to each "enrolled customer".

**(1)** We will refund the pro rata unearned premium if the protection for any specific "enrolled customer" is:

**(a)** Cancelled by us or at our request;

**(b)** Cancelled but rewritten with us or in our company group; or

**(c)** Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance.

**(2)** If the protection for any specific "enrolled customer" is cancelled at the request of the Named Insured or a specific "enrolled customer", other than a cancellation described in **(1)(b)** or **(c)** 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.

**(3)** The cancellation will be effective even if we have not made or offered a refund.

**B.** The following is added to Section E. Policy Conditions, 1. Policy Cancellation:

**Cancellation Of Policies In Effect More Than 60 Days**

**(1)** If this policy or protection for an "enrolled customer" has been in effect more than 60 days, we may cancel only for one or more of the following reasons:

**(a)** Nonpayment of premium;

**(b)** Fraud or material misrepresentation made by you, or with your knowledge, or by an "enrolled customer", or with an "enrolled customer's" knowledge, in obtaining the policy, continuing the policy or in presenting a claim under the policy;

**(c)** The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;

**(d)** 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;

(e) 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

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

C. Subparagraph **7.b.(1)** of Section **E. Policy Conditions** is replaced with the following:

(1) 5 years after the “enrolled customer” has knowledge of “loss”; or

D. The following is added to Section **E. Policy Conditions, 2. Changes**:

If we change the terms and conditions of this policy, we shall provide the Named Insured with a revised policy or endorsement and each “enrolled customer” with a revised certificate, endorsement, or other evidence indicating the change in terms and conditions has occurred and a summary of material changes.

All other terms and conditions of the policy remain the same.

# Arizona Changes



Master Policy No.      Eff. Date of Policy      Eff. Date of Endorsement  
IM 5470997-00      10/12/2014      10/12/2014

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**COMMERCIAL INLAND MARINE COVERAGE FORM FOR PORTABLE ELECTRONIC COMMUNICATION EQUIPMENT**

**A. The following exclusion is added to Section F. Exclusions:**

1. We will not pay for "loss" or damage arising out of any act committed:
  - a. By or at the direction of any "enrolled customer"; and
  - b. With the intent to cause a "loss".
2. However, this exclusion will not apply to deny an "enrolled customer's" claim for an otherwise "covered equipment" "loss" under this policy if such "loss" is caused by an act of domestic violence by another "enrolled customer" under this policy and the "enrolled customer" 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 **A.2.**, our payment to the "enrolled customer" is limited to that "enrolled customer'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 perform more repairs and/or replacements than the number of times specified in the Declarations or Certificate during the period of time specified on the Declarations or Certificate.

**B. Paragraph 1. POLICY CANCELLATION of Section G. POLICY CONDITIONS is replaced with the following:**

**POLICY CANCELLATION**

- a. If we terminate your authority to enroll new customers or modify in any way the terms and conditions of the policy, we will provide you and the "enrolled customers" 30 days prior notice.
- b. You may end your authority to enroll customers by mailing or delivering to us advance written notice of such intent.

If you end your authority to enroll customers, then you shall provide written notice to each "enrolled customer", advising them as to the termination of the policy and providing the date on which the same shall become effective. The written notice shall be delivered to each "enrolled customer" at least 30 days in advance of the date of termination.

- c. "Enrolled customers" may cancel their protection at any time. Any premium refund of any unearned premium will be sent within 60 days.

**d. Cancellation of Policies (Named Insured)**

Notwithstanding paragraph a. above, if this policy has been in effect for:

**(1) Less Than 60 Days**

We may terminate your authority to enroll new customers by mailing or delivering to you written notice at least:

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (b) 60 days before the effective date of cancellation if we cancel for any other reason.

**(2) 60 Days Or More**

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 terminate your authority to enroll new customers 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.
- (3) If we terminate your authority to enroll new customers based on one or more of the above reasons, we will mail by certified mail to the Named Insured, and mail to the agent, if any, written notice of cancellation stating the reason(s) for cancellation. We will mail this notice to the last mailing addresses known to us, at least:
- (a) 10 days before the effective date of cancellation if we terminate for nonpayment of premium; or
  - (b) 45 days before the effective date of cancellation if we terminate for any of the other reasons.
- (4) Cancellation pursuant to Paragraphs **d.(1)** or **d.(2)** above will not affect any protection for customers already enrolled.

**e. Cancellation of Policies (“Enrolled Customer”)**

Notwithstanding paragraph **a.** above, we may cancel the protection for a specific “enrolled customer”:

- (1) By providing 15 days notice if we cancel for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim under the policy.
- (2) Immediately:
  - (a) If we cancel for nonpayment of premium; or
  - (b) When an “enrolled customer” ceases or cancels the active communication service with the Wireless Service Provider.
- f. If the protection for any specific “enrolled customer” is cancelled, we will send the Named Insured any premium paid in advance for months after the month of cancellation. The cancellation will be effective even if we have not made or offered a refund. It is the responsibility of the Named Insured to remit the proper proportion of any returned premium or premium received from “enrolled customers” but not sent to us to each “enrolled customer”.
- g. Whenever notice is required pursuant to this section, it shall be in writing and may be mailed or delivered to you at your and to the “enrolled customers” last known mailing addresses.

If notice is mailed, we shall maintain proof of mailing in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service.

Alternatively, we may comply with any notice required by this section by providing electronic notice to you or the affected “enrolled customers”, as the case may be, by electronic means to the last known email address provided by you and each “enrolled customer”. If notice is accomplished through electronic means we shall maintain proof that the notice was sent.

Any notice of cancellation or termination of authority will state the effective date of cancellation or termination.

- C. Paragraph 5. TRANSFER OF NAMED INSURED’S RIGHTS AND DUTIES UNDER THIS POLICY** of Section **G. POLICY CONDITIONS** is amended by the addition of the following:

If we pay an “enrolled customer” for a loss described in Paragraph **A.2.** of this endorsement, the rights of the “enrolled customer” to recover damages from the perpetrator of the domestic violence are transferred to us to the extent of our payment. Following the loss, the “enrolled customer” may not waive such rights to recover against the perpetrator of the domestic violence.

- D. Paragraph 6. CONCEALMENT, MISREPRESENTATION OR FRAUD** of Section **G. POLICY CONDITIONS** is replaced by the following:

**6. CONCEALMENT, MISREPRESENTATION OR FRAUD**

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

- a.** That are fraudulent;
- b.** That are material either to the acceptance of the risk, or to the hazard assumed by us; and
- c.** 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:
  - (1)** Not have issued the policy or provided coverage to the “enrolled customer”;
  - (2)** Not have issued the policy in as large an amount; or
  - (3)** Not have provided coverage with respect to the hazard resulting in the “loss”.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# California Changes



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
IM 5470997-00	<b>10/12/2014</b>	<b>10/12/2016</b>	<b>10/12/2014</b>	<b>45-261-000</b>		

Named Insured/Mailing Address: Sprint Management Company	Producer: eSecuritel Agency
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial Inland Marine Coverage Form For Portable Electronic Communication Equipment**

**A. Changes to Section G. Policy Conditions, Paragraph 1. Policy Cancellation:**

1. Subparagraph a. is replaced with the following:

You may end your authority to enroll customers by mailing or delivering to us and “enrolled customer” 30 days advance written notice of such intent. Such action will not affect any protection for customers already enrolled.

2. Subparagraph c. is replaced with the following:

**a. 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 terminate your authority to enroll new customers by mailing or delivering to the Named Insured at the mailing address shown in the policy and to the producer of record (if any), advance written notice of cancellation, stating the reason for cancellation, at least:

(1) 30 days before the effective date of cancellation if we cancel for:

- (a) Nonpayment of premium; or
- (b) Discovery of fraud by:
  - (i) Any insured or his or her representative in obtaining this insurance; or
  - (ii) You or your representative in pursuing a claim under this policy.

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

**b. All Policies In Effect For More Than 60 Days**

We may terminate your authority to enroll new customers by mailing or delivering to you written notice at least:

(1) 30 days before the effective date of cancellation if we cancel for:

- (a) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks;



- (b) Discovery of fraud or material misrepresentation by:
  - (i) You or your representative in obtaining this insurance; or
  - (ii) You or your representative in pursuing a claim under this policy.

(2) 60 days before the effective date of cancellation if we cancel for any of the following reasons:

- (a) 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.
- (b) 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.
- (c) 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.
- (d) A determination by the Commissioner of Insurance that the:
  - (i) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
  - (ii) Continuation of the policy coverage would:
    - (aa) Place us in violation of California law or the laws of the state where we are domiciled; or
    - (bb) Threaten our solvency.
- (e) 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.

3. Subparagraph d. is replaced with the following:

**a. 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 or you may cancel the protection for a specific “enrolled customer” by mailing or delivering to such customer at the mailing address shown in the policy, advance written notice of cancellation, stating the reason for cancellation, at least:

- (1) 10 days before the effective date of cancellation if we or you cancel for nonpayment of premium.
- (2) 15 days before the effective date of cancellation if we cancel for discovery of fraud by:
  - (a) Any “enrolled customer” or his or her representative in obtaining this insurance; or
  - (b) Any “enrolled customer” or his or her representative in pursuing a claim under this policy.
- (3) 30 days before the effective date of cancellation if we or you cancel for any other reason.

**b. All Policies In Effect For More Than 60 Days**

We or you may cancel the protection for a specific “enrolled customer” by mailing or delivering written notice to such customer at least:

- (1) 10 days before the effective date of cancellation if we or you cancel for:
  - (a) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks;
  - (b) Discovery of fraud or material misrepresentation by:
    - (i) The specific “enrolled customer” or the specific “enrolled customer’s” representative in obtaining this insurance; or

(ii) The specific “enrolled customer” or the specific “enrolled customer’s” representative in pursuing a claim under this policy.

(2) 60 days before the effective date of cancellation if we or you cancel for any of the following reasons:

(a) A judgment by a court or an administrative tribunal that the specific “enrolled customer” has violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

(b) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by the specific “enrolled customer” or the specific “enrolled customer’s” representative, which materially increase any of the risks insured against.

(c) Failure by the specific “enrolled customer” or the specific “enrolled customer’s” representative to implement reasonable loss control requirements, agreed to by the specific “enrolled customer” 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.

(d) A determination by the Commissioner of Insurance that the:

(i) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or

(ii) Continuation of the policy coverage would:

(aa) Place us in violation of California law or the laws of the state where we are domiciled; or

(bb) Threaten our solvency.

(e) A change by the specific “enrolled customer” or the specific “enrolled customer’s” 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.

c. The party sending such notice as required by Paragraphs **A.2.** and **A.3.** of this endorsement has the responsibility of notifying the other that such notice has been sent.

4. Paragraph **f.** is replaced with the following:

f. Notice of cancellation will state the effective date of cancellation and the reason for cancellation, and shall be mailed or delivered to the Named Insured at the mailing address shown in the policy and to the producer of record.

If the protection for any specific “enrolled customer” is cancelled, we will send the Named Insured any premium refund due. The refund, if any, will be computed on a pro rata basis. The cancellation will be effective even if we have not made or offered a refund. It is the responsibility of the Named Insured to remit the proper proportion of any returned premium or premium received from “enrolled customers” but not sent to us to each “enrolled customer”.

**B. Section G. Policy Conditions, Paragraph 2. Changes** is amended to include the following:

If we change the terms and conditions of this policy, we shall provide the Named Insured with a revised policy or endorsement and each “enrolled customer” with a revised certificate, endorsement, updated brochure, or other evidence indicating that a change in the terms and conditions has occurred and a summary of those changes.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# Colorado Changes



Master Policy No.      Eff. Date of Policy      Eff. Date of Endorsement  
IM 5470997-00      10/12/2014      10/12/2014

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**COMMERCIAL INLAND MARINE COVERAGE FORM FOR PORTABLE ELECTRONIC COMMUNICATION EQUIPMENT**

**A. Paragraph 1. Policy Cancellation** in Section **G. POLICY CONDITIONS** is replaced with the following:

**POLICY CANCELLATION**

- a. If we terminate your authority to enroll new customers or modify in any way the terms and conditions of the policy, we will provide you and the “enrolled customers” 30 days prior notice.
- b. You may end your authority to enroll customers by mailing or delivering to us advance written notice of such intent.

If you end your authority to enroll customers, then you shall provide written notice to each “enrolled customer”, advising them as to the termination of the policy and providing the date on which the same shall become effective. The written notice shall be delivered to each “enrolled customer” at least 30 days in advance of the date of termination.

- c. “Enrolled customers” may cancel their protection at any time.
- d. Notwithstanding paragraph a. above, if this policy has been in effect for:
  - (1) Less than 60 days, we may terminate your authority to enroll new customers by mailing or delivering to you written notice at least:
    - (a) 10 days before the effective date of cancellation if we terminate for nonpayment of premium;
    - (b) 30 days before the effective date of cancellation if we terminate for any other reason.
  - (2) 60 days or more, or is a renewal of a policy we issued, we may terminate your authority to enroll new customers by mailing through first-class mail to the first Named Insured written notice of cancellation:
    - (a) Including the actual reason, at least 10 days before the effective date of cancellation, if we terminate for nonpayment of premium; or
    - (b) At least 45 days before the effective date of cancellation if we terminate for any other reason.

We may only terminate your authority to enroll new customers based on one or more of the following reasons:

- (a) Nonpayment of premium;
- (b) A false statement knowingly made by the insured on the application for insurance; or
- (c) 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.

Such action will not affect any protection for customers already enrolled.

- e. Notwithstanding paragraph a. above, we may cancel the protection for a specific “enrolled customer”:
  - (1) By providing 15 days notice if we cancel for:
    - (a) Nonpayment of premium; or
    - (b) Discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim under the policy.
  - (2) Immediately when an “enrolled customer” ceases or cancels the active communication service with the Wireless Service Provider.
- f. If the protection for any specific “enrolled customer” is cancelled, we will send the Named Insured any premium paid in advance for months after the month of cancellation. The cancellation will be effective even if we have not made or offered a refund. It is the responsibility of the Named Insured to remit the proper proportion of any returned premium or premium received from “enrolled customers” but not sent to us to each “enrolled customer”.
- g. Whenever notice is required pursuant to this section, it shall be in writing and may be mailed or delivered to you at your and to the “enrolled customers” last known mailing addresses.

If notice is mailed, we shall maintain proof of mailing in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service.

Alternatively, we may comply with any notice required by this section by providing electronic notice to you or the affected “enrolled customers”, as the case may be, by electronic means to the last known email address provided by you and each “enrolled customer”. If notice is accomplished through electronic means we shall maintain proof that the notice was sent.

Any notice of cancellation or termination of authority will state the effective date of cancellation or termination.

- B. Paragraph 6. **Concealment, Misrepresentation of Fraud** of Section G. **POLICY CONDITIONS** is replaced with the following:

**CONCEALMENT, MISREPRESENTATION OF FRAUD**

We will not pay for any “loss” or damage in any case of:

- a. Concealment or misrepresentation of a material fact; or
- b. Fraud;

committed by you or any “enrolled customer” at any time and relating to coverage under this policy.

All other terms and conditions of the policy remain the same.

# Connecticut Changes



Master Policy No.	Eff. Date of Policy	Eff. Date of Endorsement
IM 5470997-00	10/12/2014	10/12/2014

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**COMMERCIAL INLAND MARINE COVERAGE FORM FOR PORTABLE ELECTRONIC COMMUNICATION EQUIPMENT**

Paragraph 1. **Policy Cancellation** in Section **G. POLICY CONDITIONS** is replaced with the following:

**POLICY CANCELLATION**

- a. You may end your authority to enroll customers by mailing or delivering to us advance written notice of such intent. Such action will not affect any protection for customers already enrolled.
- b. "Enrolled customers" may cancel their protection at any time.
- c. If this policy has been in effect for:
  - (1) Less than 60 days and is not a renewal of a policy we issued, we may terminate your authority to enroll new customers for any reason by giving you written notice at least:
    - (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
    - (b) 30 days before the effective date of cancellation if we cancel for any other reason.
  - (2) 60 days or more, or is a renewal of a policy we issued, we may terminate your authority to enroll new customers by giving you written notice of cancellation:
    - (a) 10 days before the effective date of cancellation if we terminate for one or more of the following reasons:
      - i. Nonpayment of premium;
      - ii. A Conviction of a crime arising out of acts increasing the hazard insured against;
      - iii. Discovery of fraud or material misrepresentation by you in obtaining the policy or in perfecting any claim thereunder;
      - iv. Discovery of any willful or reckless act or omission by you increasing the hazard insured against; or
      - v. A determination by the Commissioner that continuation of the policy would violate or place us in violation of the law; or
    - (b) 60 days before the effective date of cancellation if we terminate for one or more of the following reasons:
      - i. Physical changes in the property which increase the hazard insured against;
      - ii. A material increase in the hazard insured against; or
      - iii. A substantial loss of reinsurance by us affecting this particular line of insurance.

Such action will not affect any protection for customers already enrolled.

- d. If this policy has been in effect for:

**(1)** Less than 60 days and is not a renewal of a policy we issued, we may cancel the protection for a specific “enrolled customer” for any reason by giving the customer written notice at least:

**(a)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

**(b)** 30 days before the effective date of cancellation if we cancel for any other reason.

**(2)** 60 days or more, or is a renewal of a policy we issued, we may cancel the protection for a specific “enrolled customer” by giving the customer written notice of cancellation:

**(a)** 10 days before the effective date of cancellation if we terminate for one or more of the following reasons:

**i.** Nonpayment of premium;

**ii.** A Conviction of a crime arising out of acts increasing the hazard insured against;

**iii.** Discovery of fraud or material misrepresentation by the “enrolled customer” in obtaining the policy or in perfecting any claim thereunder;

**iv.** Discovery of any willful or reckless act or omission by the “enrolled customer” increasing the hazard insured against; or

**v.** A determination by the Commissioner that continuation of the policy would violate or place us in violation of the law; or

**(b)** 60 days before the effective date of cancellation if we terminate for one or more of the following reasons:

**i.** Physical changes in the property which increase the hazard insured against;

**ii.** A material increase in the hazard insured against; or

**iii.** A substantial loss of reinsurance by us affecting this particular line of insurance.

**e.** If we terminate your authority to enroll new customers or cancel coverage for a specific “enrolled customer” for nonpayment of premium, you or the “enrolled customer” 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.

**f.** Notice of cancellation will state the effective date of cancellation.

If the protection for any specific “enrolled customer” is cancelled, we will send the Named Insured any premium paid in advance for months after the month of cancellation. The cancellation will be effective even if we have not made or offered a refund. It is the responsibility of the Named Insured to remit the proper proportion of any returned premium or premium received from “enrolled customers” but not sent to us to each “enrolled customer”.

**g.** Notice will be given to you or the “enrolled customer” at the last mailing address known to us. 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.

If notice is mailed, proof of mailing will be sufficient proof of notice.

All other terms and conditions of the policy remain the same.

# Delaware Changes



Master Policy No.      Eff. Date of Policy      Eff. Date of Endorsement  
IM 5470997-00      10/12/2014      10/12/2014

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**COMMERCIAL INLAND MARINE COVERAGE FORM FOR PORTABLE ELECTRONIC COMMUNICATION EQUIPMENT**

**A. Paragraph 1. of Section E. Policy Conditions** is replaced with the following:

**1. POLICY CANCELLATION**

- a.** You may end your authority to enroll customers by mailing or delivering to us advance written notice of such intent. Such action will not affect any protection for customers already enrolled.
- b.** "Enrolled customers" may cancel their protection at any time.
- c.** We may terminate your authority to enroll new customers by mailing or delivering to you written notice at least:
  - (1)** 30 days before the effective date of cancellation if we cancel for nonpayment of premium;
  - (2)** 60 days before the effective date of cancellation if we cancel for any other reason.Such action will not affect any protection for customers already enrolled.
- d.** We may cancel the protection for a specific "enrolled customer" by mailing or delivering written notice to such customer at least:
  - (1)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
  - (2)** 60 days before the effective date of cancellation if we cancel for any other reason.You may cancel the protection for a specific "enrolled customer" by mailing or delivering written notice to such customer at least:
  - (1)** 30 days before the effective date of cancellation if you cancel for nonpayment of premium;
  - (2)** 60 days before the effective date of cancellation if you cancel for any other reason.The party sending such notice has the responsibility of notifying the other that such notice has been sent.
- e.** We will mail or deliver our notice to the Named Insured's or "enrolled customer's" last mailing address known to us.
- f.** Notice of cancellation will state the effective date of cancellation.

If the protection for any specific "enrolled customer" is cancelled, we will send the Named Insured any premium paid in advance for months after the month of cancellation. The cancellation will be effective even if we have not made or offered a refund. It is the responsibility of the Named Insured to remit the proper proportion of any returned premium or premium received from "enrolled customers" but not sent to us to each "enrolled customer".
- g.** If notice is mailed, proof of mailing will be sufficient proof of notice.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# District Of Columbia Changes



Master Policy No.	Eff. Date of Policy	Eff. Date of Endorsement
IM 5470997-00	10/12/2014	10/12/2014

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**COMMERCIAL INLAND MARINE COVERAGE FORM FOR PORTABLE ELECTRONIC COMMUNICATION EQUIPMENT**

**A. Changes to Paragraph a. of Section E. Policy Conditions, 1. Policy Cancellation:**

1. Paragraph a. is replaced by the following:

You may end your authority to enroll customers by mailing or delivering to us advance written notice of such intent.

If you end your authority to enroll customers, then you shall provide written notice to each "enrolled customer", advising them as to the termination of the policy and providing the date on which the same shall become effective. The written notice shall be delivered to each "enrolled customer" at least 30 days in advance of the date of termination.

**B. Changes to Paragraph c. of Section E. Policy Conditions, 1. Policy Cancellation:**

1. Paragraph c. is replaced by the following:

**All Policies In Effect For 30 Days Or Less**

If this policy has been in effect for 30 days or less, and is not a renewal of a policy we have previously issued, we may terminate your authority to enroll new customers for any reason by mailing or delivering to the Named Insured and "enrolled customers" written notice of cancellation at least 30 days before the effective date of cancellation.

2. The following is added to Paragraph c.:

**All Policies In Effect For More Than 30 Days**

We may terminate your authority to enroll new customers by mailing or delivering to you and "enrolled customers" written notice at least 30 days before the effective date of cancellation if we cancel for any 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.



**C. Changes to Paragraph d. of Section E. Policy Conditions, 1. Policy Cancellation:**

1. Paragraph d. is replaced by the following:

**All Policies In Effect For 30 Days Or Less**

If this policy has been in effect for 30 days or less, and is not a renewal of a policy we have previously issued, we or you may cancel the protection for any specific “enrolled customer” for any reason by mailing or delivering to such customer written notice of cancellation at least 30 days before the effective date of cancellation.

2. The following is added to Paragraph d.:

**All Policies In Effect For More Than 30 Days**

We or you may cancel the protection for a specific “enrolled customer” by mailing or delivering written notice to such customer at least 30 days before the effective date of cancellation if we or you cancel for any of the following reasons:

- (1) The “enrolled customer” has refused or failed to pay a premium due under the terms of the policy;
  - (2) The “enrolled customer” has 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) The “enrolled customer” has transferred their property or other interest to a person other than the “enrolled customer” or their 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.
3. The party sending such notice as required by Paragraphs 1. and 2. above has the responsibility of notifying the other that such notice has been sent.

**D. Changes to Section E. Policy Conditions, 2. Changes:**

1. The following is added:

If we change the terms and conditions of this policy, we shall provide the Named Insured with a revised policy or endorsement and each “enrolled customer” with a revised certificate, endorsement, or other evidence indicating the change in terms and conditions has occurred and a summary of material changes.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# Florida Changes



Master Policy No.      Eff. Date of Policy      Eff. Date of Endorsement  
IM 5470997-00      10/12/2014      10/12/2014

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**COMMERCIAL INLAND MARINE COVERAGE FORM FOR PORTABLE ELECTRONIC COMMUNICATION EQUIPMENT**

**A. Paragraph 1. Policy Cancellation** in Section **G. POLICY CONDITIONS** is replaced with the following:

**1. Policy Cancellation**

**a.** You may end your authority to enroll customers by mailing or delivering to us advance written notice of such intent. Such action will not affect any protection for customers already enrolled.

**b.** "Enrolled customers" may cancel their protection at any time.

**c. Cancellation For Policies In Effect 90 Days Or Less (Named Insured)**

**(1)** If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the Named Insured(s) written notice of cancellation, accompanied by the specific reasons for cancellation, at least:

**(a)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

**(b)** 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:

**i.** A material misstatement or misrepresentation; or

**ii.** A failure to comply with underwriting requirements established by the insurer.

**(2)** We may not cancel:

**(a)** 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

**(b)** 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.

**d. Cancellation For Policies In Effect For More Than 90 Days (Named Insured)**

**(1)** 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:

**(a)** Nonpayment of premium;

**(b)** The policy was obtained by a material misstatement;

**(c)** There has been a failure to comply with underwriting requirements established by us within 90 days of the effective date of coverage;

- (d) There has been a substantial change in the risk covered by the policy;
  - (e) The cancellation is for all insureds under such policies for a given class of insureds;
  - (f) 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;
  - (g) 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.
- (2) If we cancel this policy for any of these reasons, we will mail or deliver to the Named Insured(s) written notice of cancellation, accompanied by the specific reasons for cancellation, at least:
- (a) 10 days before the effective date of cancellation if cancellation is for nonpayment of premium; or
  - (b) 45 days before the effective date of cancellation if cancellation is for one or more of the reasons stated in Paragraphs **d.(1)(b)** through **d.(1)(g)** above.
- e. Cancellation Of Protection For A Specific “Enrolled Customer” - Coverage In Effect 90 Days Or Less**
- (1) If coverage for a specific “enrolled customer” has been in effect for 90 days or less, we may cancel the protection for a specific “enrolled customer” by mailing or delivering to the “enrolled customer” written notice of cancellation, accompanied by the specific reasons for cancellation, at least:
- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - (b) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
    - i. A material misstatement or misrepresentation; or
    - ii. A failure to comply with underwriting requirements established by the insurer.
- (2) We may not cancel the protection for a specific “enrolled customer”:
- (a) 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 the “enrolled customer” has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or
  - (b) Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that the “enrolled customer” has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.
- f. Cancellation Of Protection For A Specific “Enrolled Customer” - Coverage In Effect More Than 90 Days**
- (1) If coverage for a specific “enrolled customer” has been in effect for more than 90 days, we may cancel the protection for a specific “enrolled customer” only for one or more of the following reasons:
- (a) Nonpayment of premium;
  - (b) The coverage was obtained by a material misstatement;
  - (c) There has been a failure to comply with underwriting requirements established by us within 90 days of the effective date of coverage;
  - (d) There has been a substantial change in the risk covered by the policy;
  - (e) The cancellation is for all insureds under such policies for a given class of insureds;
  - (f) 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 the “enrolled customer” has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;

(g) On the basis of a single property insurance claim which is the result of water damage, if we can demonstrate that the “enrolled customer” has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

(2) If we cancel this policy for any of these reasons, we will mail or deliver to the “enrolled customer” written notice of cancellation, accompanied by the specific reasons for cancellation, at least:

(a) 10 days before the effective date of cancellation if cancellation is for nonpayment of premium; or

(b) 45 days before the effective date of cancellation if cancellation is for one or more of the reasons stated in Paragraphs f.(1)(b) through f.(1)(g) above.

g. Notice of cancellation will state the effective date of cancellation.

If the protection for any specific “enrolled customer” is cancelled, we will send the Named Insured any premium paid in advance for months after the month of cancellation. If we cancel, the refund will be pro rata. If the “enrolled customer” 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.

It is the responsibility of the Named Insured to remit the proper proportion of any returned premium or premium received from “enrolled customers” but not sent to us to each “enrolled customer”.

The cancellation will be effective even if we have not made or offered a refund.

h. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Paragraph 7. **Legal Action Against Us** in Section G. **POLICY CONDITIONS** is replaced with the following:

No one may bring a legal action against us under this policy unless:

a. There has been full compliance with all terms of this policy; or

b. The action against us involving direct physical “loss” or damage to property is brought within 5 years from the date the loss occurs.

C. The following is added to Section J. **LOSS SETTLEMENT**:

All claims for covered “loss” or damage under this policy will be resolved within 20 days after presentation and acceptance of satisfactory proof of loss statement to our Authorized Service Representative and satisfaction by you or the “enrolled customer” of the Claim Reporting Procedures, Duties and Responsibilities.

All other terms and conditions of the policy remain the same.

# Georgia Changes



Master Policy No.	Eff. Date of Policy	Eff. Date of Endorsement
IM 5470997-00	10/12/2014	10/12/2014

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

### COMMERCIAL INLAND MARINE COVERAGE FORM FOR PORTABLE ELECTRONIC COMMUNICATION EQUIPMENT

- A.** The following is added to Paragraph **12. Intentional "Loss" Or Damage** in Section **F. EXCLUSIONS**:
- a.** We will not pay for "loss" or damage arising out of any act committed:
    - (1)** By or at your direction or an "enrolled customer's" direction; and
    - (2)** With the intent to cause a "loss".
  - b.** However, this exclusion will not apply to deny coverage to an innocent co-insured, provided the loss:
    - (1)** Is otherwise covered under this Coverage Part; and
    - (2)** Arose out of an act of family violence by an insured, against whom a family violence complaint is brought for such act.
  - c.** If we pay a claim pursuant to Paragraph **b.** 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.
- B.** Paragraph **1. Policy Cancellation** of Section **G. POLICY CONDITIONS** is replaced by the following:
- 1. POLICY CANCELLATION**
- a.** You may end your authority to enroll customers by mailing or delivering to us advance written notice stating a future date on which the policy is to be cancelled, subject to the following:
    - (1)** 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.
    - (2)** 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 the 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:
    - (a)** 10 days from the date of mailing or delivering our notice, or
    - (b)** The effective date of cancellation stated in your notice to us.
  - b.** If we decide to:
    - (1)** Terminate your authority to enroll new customers or nonrenew 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 at the last mailing address known to us. 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 nonrenew, increase the premium or limit or restrict coverage.

Such action will not affect any protection for customers already enrolled.

- c. "Enrolled customers" may cancel their protection at any time by mailing or delivering to us advance written notice stating a future date on which the policy is to be cancelled. The "enrolled customer" may send the written notice through the Wireless Service Provider shown in the Certificate of Coverage. Subject to the following:

- (1) If only the "enrolled customer's" interest is affected, the effective date of cancellation will be either the date we receive notice from the "enrolled customer" or the date specified in the notice, whichever is later. However, upon receiving a written notice of cancellation from the "enrolled customer", 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 the "enrolled customer".
- (2) If by statute, regulation or contract coverage for a specific "enrolled customer" 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 the "enrolled customer" and the third party as soon as practicable after receiving the "enrolled customer's" request for cancellation.

Our notice will state the effective date of cancellation, which will be the later of the following:

- (a) 10 days from the date of mailing or delivering our notice, or
- (b) The effective date of cancellation stated in the "enrolled customer's" notice to us.

- d. If we decide to:

- (1) Cancel the protection for a specific "enrolled customer"; 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 the "enrolled customer" at the last mailing address known to us. We will mail or deliver notice at least:

- (1) 10 days before the effective date of cancellation if coverage under 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 coverage under 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 coverage under this policy if we decide to nonrenew, increase the premium or limit or restrict coverage.

**e. Premium Refund**

- (1)** If this policy is cancelled, we will send the Named Insured any premium refund due.
  - (2)** If we cancel, the refund will be pro rata, except as provided in **c.** below.
  - (3)** If the cancellation results from your or the “enrolled customer’s” 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.
  - (4)** If you or the “enrolled customer” cancels, the refund may be less than pro rata.
  - (5)** The cancellation will be effective even if we have not made or offered a refund.
- f.** If notice is mailed, proof of mailing will be sufficient proof of notice.

All other terms and conditions of the policy remain the same.

# Hawaii Changes



Master Policy No.	Eff. Date of Policy	Eff. Date of Endorsement
IM 5470997-00	10/12/2014	10/12/2014

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

### COMMERCIAL INLAND MARINE COVERAGE FORM FOR PORTABLE ELECTRONIC COMMUNICATION EQUIPMENT

- A.** The following provision is added to Paragraph **12. Intentional "Loss" Or Damage** in Section **F. EXCLUSIONS**:
- 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 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:
    - (1)** Files a police report and cooperates with any law enforcement investigation relating to the act of "domestic abuse"; and
    - (2)** Did not cooperate in or contribute to the creation of 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 another party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.
- B.** The following is added to Paragraph **5. Transfer Of Named Insured's Rights And Duties Under This Policy** in Section **G. POLICY CONDITIONS**:
- 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".
- C.** As used in this endorsement "domestic abuse" means:
- "Domestic abuse" means:
- a.** Physical harm, bodily injury, assault or the infliction of fear of imminent physical harm, bodily injury or assault between family or household members;
  - b.** Sexual assault of one family or household member by another;
  - c.** Stalking of one family or household member by another family or household member; or
  - d.** Intentionally, knowingly or recklessly causing damage to property so as to intimidate or attempt to control the behavior of another family or household member.

All other terms, conditions, provisions and exclusions of this policy remain the same.



# Idaho Changes



Master Policy No.      Eff. Date of Policy      Eff. Date of Endorsement  
IM 5470997-00      10/12/2014      10/12/2014

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**COMMERCIAL INLAND MARINE COVERAGE FORM FOR PORTABLE ELECTRONIC COMMUNICATION EQUIPMENT**

Paragraph 1. **POLICY CANCELLATION** of Section **G. POLICY CONDITIONS** is replaced by the following:

**1. POLICY CANCELLATION**

- a. You may end your authority to enroll customers 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.
- b. "Enrolled customers" may cancel their protection by mailing or delivering to us advance written notice of cancellation. The "enrolled customer" may send the written notice through the Wireless Service Provider shown in the Certificate of Coverage. Cancellation will be effective on the later of the date requested by the "enrolled customer" or the date we receive the request.
- c. **Policies In Effect**

**(1) 60 Days Or Less**

If this policy has been in effect for 60 days or less, we may terminate your authority to enroll new customers 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.

**(2) More Than 60 Days**

If this policy has been in effect for more than 60 days, we may terminate your authority to enroll new customers only for one or more of the following reasons:

- (a) Nonpayment of premium;
- (b) 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;
- (c) Acts or omissions on your part which increase any hazard insured against;
- (d) 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;
- (e) Loss of or decrease in reinsurance which provided us with coverage for all or part of the risk insured;
- (f) 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
- (g) 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 **c.(2)** above.

**d. Policies In Effect**

**(1) 60 Days Or Less**

If this policy has been in effect for 60 days or less, we may cancel the protection for a specific “enrolled customer” by mailing or delivering to the “enrolled customer” 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.

**(2) More Than 60 Days**

If this policy has been in effect for more than 60 days, we may cancel the protection for a specific “enrolled customer” only for one or more of the following reasons:

- (a) Nonpayment of premium;
- (b) Fraud or material misrepresentation made by the “enrolled customer” or with the “enrolled customer’s” knowledge in obtaining coverage under the policy, continuing the coverage under the policy or in presenting a claim under the policy;
- (c) Acts or omissions on the “enrolled customer’s” part which increase any hazard insured against;
- (d) 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;
- (e) Loss of or decrease in reinsurance which provided us with coverage for all or part of the risk insured;
- (f) 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
- (g) Violation or breach by the “enrolled customer” of any policy terms or conditions other than nonpayment of premium.

We will mail or deliver written notice of cancellation to the “enrolled customer” 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 **d.(2)** above.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# Illinois Changes



Master Policy No.	Eff. Date of Policy	Eff. Date of Endorsement
IM 5470997-00	10/12/2014	10/12/2014

## **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

### **COMMERCIAL INLAND MARINE COVERAGE FORM FOR PORTABLE ELECTRONIC COMMUNICATION EQUIPMENT**

**A. Section G. Policy Conditions, Paragraph 1. Policy Cancellation** is replaced with the following:

#### **1. Policy Cancellation**

- a.** If we terminate your authority to enroll new customers or modify in any way the terms and conditions of the policy, we will provide you and the “enrolled customers” 60 days prior notice.
- b.** You may end your authority to enroll customers by mailing or delivering to us advance written notice of such intent. Such action will not affect any protection for customers already enrolled.
- c.** “Enrolled customers” may cancel their protection at any time.
- d.** We may terminate your authority to enroll new customers by mailing or delivering to you written notice at least:
  - (1)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - (2)** 60 days before the effective date of cancellation if we cancel for any other reason.Such action will not affect any protection for customers already enrolled.
- e.** We or you may cancel the protection for a specific “enrolled customer”:
  - (1)** Upon 15 days prior notice for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim under this policy; or
  - (2)** Immediately if cancellation is for any of the following reasons:
    - (a)** The “enrolled customer” fails to pay the required premium;
    - (b)** The “enrolled customer” ceases to have active service with you;
    - (c)** The “enrolled customer” exhausts the number of times we will perform repairs and/or replacements specified in the Declarations or Certificate during the period of time specified on the Declarations or Certificate and we send notice of termination to the “enrolled customer” within 30 calendar days after exhaustion of the number of times specified in the Declarations or Certificate. However, if notice is not timely sent, the “enrolled customer’s” coverage shall continue notwithstanding the number of times we will repair or replace specified in the Declarations or Certificate until notice of termination is sent to the “enrolled customer”.

The party sending such notice has the responsibility of notifying the other that such notice has been sent.

- f.** Notice of cancellation will state the effective date of cancellation.

If the protection for any specific “enrolled customer” is cancelled, we will send the Named Insured any premium paid in advance for months after the month of cancellation. The cancellation will be effective even if

we have not made or offered a refund. It is the responsibility of the Named Insured to remit the proper proportion of any returned premium or premium received from “enrolled customers” but not sent to us to each “enrolled customer”.

- g.** Notice required pursuant to this cancellation condition shall be provided in writing and may be mailed or delivered to the affected parties’ last known mailing addresses on file.
  - (1)** If notice is mailed pursuant to this section, then we or you, as the case may be, shall maintain proof of mailing in a form authorized or accepted by the United States postal service or other commercial mail delivery service.
  - (2)** We or you may comply with any notice required by this section by providing electronic notice to affected parties by electronic means. If notice is accomplished through electronic means we or you, as the case may be, shall maintain proof that the notice was sent.

**B.** Section **G. Policy Conditions**, Paragraph **7.** is replaced with the following:

**7. Legal Action Against Us**

No one may bring a legal action against us:

- a.** Until there has been full compliance with all terms of this policy; and
- b.** More than 2 years after the “enrolled customer” first has 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.

**C.** Section **F. 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 or “enrolled customer”; and
  - b.** With the intent to cause a “loss”.
- 2.** However, this exclusion will not apply to deny payment to an innocent co-insured or co-“enrolled customer” who did not cooperate in or contribute to the creation of the “loss” if:
  - a.** The “loss” arose out of a pattern of criminal 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 or “enrolled customer” is limited to that insured's or “enrolled customer's” insurable interest in the property.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# Indiana Changes



Master Policy No.      Eff. Date of Policy      Eff. Date of Endorsement  
IM 5470997-00      10/12/2014      10/12/2014

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**COMMERCIAL INLAND MARINE COVERAGE FORM FOR PORTABLE ELECTRONIC COMMUNICATION EQUIPMENT**

**A. Paragraph 1. Policy Cancellation** in Section **G. POLICY CONDITIONS** is replaced with the following:

**POLICY CANCELLATION**

- a.** If we terminate your authority to enroll new customers or modify in any way the terms and conditions of the policy, we will provide you and the “enrolled customers” 30 days prior notice.
- b.** You may end your authority to enroll customers by mailing or delivering to us advance written notice of such intent.

If you end your authority to enroll customers, then you shall provide written notice to each “enrolled customer”, advising them as to the termination of the policy and providing the date on which the same shall become effective. The written notice shall be delivered to each “enrolled customer” at least 30 days in advance of the date of termination.

- c.** “Enrolled customers” may cancel their protection at any time.
- d.** Notwithstanding paragraph **a.** above, if this policy has been in effect for:
  - (1)** 90 days or less, we may terminate your authority to enroll new customers by mailing or delivering to you written notice of cancellation at least:
    - (a)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
    - (b)** 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
    - (c)** 30 days before the effective date of cancellation if we cancel for any other reason.
  - (2)** More than 90 days, or is a renewal of a policy we issued, we may terminate your authority to enroll new customers only for one or more of the reasons listed below, by mailing or delivering to you written notice of cancellation at least:
    - (a)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
    - (b)** 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
    - (c)** 45 days before the effective date of cancellation if:
      - i.** There has been a substantial change in the scale of risk covered by this policy;
      - ii.** Reinsurance of the risk associated with this policy has been cancelled; or
      - iii.** You have failed to comply with reasonable safety recommendations.

- e. Notwithstanding paragraph a. above, above, we may cancel the protection for a specific “enrolled customer”:
  - (1) By providing 15 days notice if we cancel for discovery of fraud or material misrepresentation by an “enrolled customer” in obtaining coverage or in the presentation of a claim under the policy.
  - (2) Immediately:
    - (a) For nonpayment of premium;
    - (b) When an “enrolled customer” ceases or cancels the active communication service with the Wireless Service Provider.
- f. If the protection for any specific “enrolled customer” is cancelled, we will send the Named Insured any premium paid in advance for months after the month of cancellation. The cancellation will be effective even if we have not made or offered a refund. It is the responsibility of the Named Insured to remit the proper proportion of any returned premium or premium received from “enrolled customers” but not sent to us to each “enrolled customer”.
- g. Whenever notice is required pursuant to this section, it shall be in writing and may be mailed or delivered to you at your and to the “enrolled customers” last known mailing addresses.

If notice is mailed, we shall maintain proof of mailing in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service.

Alternatively, we may comply with any notice required by this section by providing electronic notice to you or the affected “enrolled customers”, as the case may be, by electronic means to the last known email address provided by you and each “enrolled customer”. If notice is accomplished through electronic means we shall maintain proof that the notice was sent.

Any notice of cancellation or termination of authority will state the effective date of cancellation or termination.

- B. Paragraph 6. **Concealment, Misrepresentation Or Fraud** of Section G. **POLICY CONDITIONS** is replaced with the following:

**Concealment, Misrepresentation or Fraud**

We will not pay for any loss or damage in any case of:

- a. Concealment or misrepresentation of a material fact or
- b. Fraud

committed by an insured or “enrolled customer” at any time and relating to a claim under this policy.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# Iowa Changes



Master Policy No.	Eff. Date of Policy	Eff. Date of Endorsement
IM 5470997-00	10/12/2014	10/12/2014

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**COMMERCIAL INLAND MARINE COVERAGE FORM FOR PORTABLE ELECTRONIC COMMUNICATION EQUIPMENT**

Section E. Policy Conditions, Paragraph 1. Policy Cancellation is replaced with the following:

**1. Policy Cancellation**

- a. You may end your authority to enroll customers by mailing or delivering to us advance written notice of such intent. Such action will not affect any protection for customers already enrolled.
- b. "Enrolled customers" may cancel their protection at any time.
- c. We may terminate your authority to enroll new customers by mailing or delivering to the Named Insured and any loss payee written notice of cancellation at least:
  - (1) 30 days before the effective date of cancellation if we cancel due to loss of reinsurance coverage; or
  - (2) 10 days before the effective date of cancellation if we cancel for any other reason.
- d. **New Policies In Effect For Less Than 60 Days – Named Insured**

If this policy is a new policy and has been in effect for less than 60 days, we may terminate your authority to enroll new customers for:

  - (1) Loss of reinsurance, subject to k. below; or
  - (2) Any other reason.
- e. **Policies In Effect for 60 Days Or More – Named Insured**

If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may terminate your authority to enroll new customers 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 k. below.
- f. Terminating your authority to enroll new customers will not affect any protection for customers already enrolled.

- g.** We or you may cancel the protection for a specific “enrolled customer” by mailing or delivering to such customer written notice of cancellation at least:
- (1)** 30 days before the effective date of cancellation if we or you cancel due to loss of reinsurance coverage;
  - (2)** 10 days before the effective date of cancellation if we or you cancel for any other reason.
- h. New Policies In Effect For Less Than 60 Days – “Enrolled Customers”**
- If this policy is a new policy and has been in effect for less than 60 days, we or you may cancel the protection for a specific “enrolled customer” for:
- (1)** Loss of reinsurance, subject to **k.** below; or
  - (2)** Any other reason.
- i. Policies In Effect for 60 Days Or More – “Enrolled Customers”**
- If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we or you may cancel the protection for a specific “enrolled customer” only for one or more of the following reasons:
- (1)** Nonpayment of premium;
  - (2)** Misrepresentation or fraud made by or with the “enrolled customer’s” knowledge in obtaining the policy, when renewing the policy, or in presenting a claim under the policy;
  - (3)** Acts or omissions by the “enrolled customer” 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)** The “enrolled customer” has acted in a manner which he or she knew or should have known was in violation or breach of a policy term or condition; or
  - (6)** Loss of reinsurance, subject to **k.** below.
- j.** The party sending such notice as required by Paragraphs **g.**, **h.** or **i.** above has the responsibility of notifying the other that such notice has been sent.
- k.** 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.
- l.** We will mail or deliver our notice to the Named Insured’s and any loss payee’s last mailing address known to us.
- m.** Notice of cancellation will state:
- (1)** The reason for cancellation; and
  - (2)** The effective date of cancellation.
- n.** If the protection for any specific “enrolled customer” is cancelled, we will send the Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund. It is the responsibility of the Named Insured to remit the proper proportion of any returned premium or premium received from “enrolled customers” but not sent to us to each “enrolled customer”.
- o.** 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.

All other terms, conditions, provisions and exclusions of this policy remain the same.



# Kansas Changes



Master Policy No.      Eff. Date of Policy      Eff. Date of Endorsement  
IM 5470997-00      10/12/2014      10/12/2014

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**COMMERCIAL INLAND MARINE COVERAGE FORM FOR PORTABLE ELECTRONIC COMMUNICATION EQUIPMENT**

**A. Paragraph 1. of Section E. Policy Conditions** is replaced with the following:

**1. Policy Cancellation**

- a. You may end your authority to enroll customers by mailing or delivering to us advance written notice of such intent. Such action will not affect any protection for customers already enrolled.
- b. "Enrolled customers" may cancel their protection at any time.
- c. We may terminate your authority to enroll new customers by mailing or delivering to you written notice at least:
  - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason.Such action will not affect any protection for customers already enrolled.
- d. If this policy has been in effect for 90 days or more, or if it is a renewal of a policy we issued, we may terminate your authority to enroll new customers only for one or more of the following reasons:
  - (1) Nonpayment of premium;
  - (2) This policy was issued because of material misrepresentation;
  - (3) You or any other insured violated any of the material terms and conditions of this policy;
  - (4) Unfavorable underwriting factors, specific to you, exist that were not present at the inception of this policy;
  - (5) A determination by the Insurance Commissioner that continuation of coverage could place us in a hazardous financial condition or in violation of the laws of Kansas; or
  - (6) A determination by the Insurance Commissioner that we no longer have adequate reinsurance to meet our needs.
- e. We or you may cancel the protection for a specific "enrolled customer" by mailing or delivering written notice to such customer at least:
  - (1) 10 days before the effective date of cancellation if we or you cancel for nonpayment of premium;
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason.The party sending such notice has the responsibility of notifying the other that such notice has been sent.
- f. If this policy has been in effect for 90 days or more, or if it is a renewal of a policy we issued, we or you may cancel the protection for a specific "enrolled customer" only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) This policy was issued because of material misrepresentation;
- (3) An “enrolled customer” violated any of the material terms and conditions of this policy;
- (4) Unfavorable underwriting factors, specific to an “enrolled customer”, exist that were not present at the inception of this policy;
- (5) A determination by the Insurance Commissioner that continuation of coverage could place us in a hazardous financial condition or in violation of the laws of Kansas; or
- (6) A determination by the Insurance Commissioner that we no longer have adequate reinsurance to meet our needs.

The party sending such notice has the responsibility of notifying the other that such notice has been sent.

- g. We will mail or deliver our notice to the Named Insured’s last mailing address known to us.
- h. Notice of cancellation will state the reason for and effective date of cancellation.

If the protection for any specific “enrolled customer” is cancelled, we will send the Named Insured any premium paid in advance for months after the month of cancellation. The cancellation will be effective even if we have not made or offered a refund. It is the responsibility of the Named Insured to remit the proper proportion of any returned premium or premium received from “enrolled customers” but not sent to us to each “enrolled customer”.

- i. If notice is mailed, proof of mailing will be sufficient proof of notice.

**B. Paragraph 6. of Section E. Policy Conditions** is replaced with the following:

**6. Concealment, Misrepresentation Or Fraud**

We will not pay for any “loss” or damage in any case of:

- a. Concealment or misrepresentation of a material fact; or
- b. Fraud;

committed by an insured or “enrolled customer” at any time and relating to an insurance application, rating, claim or coverage under this policy.

**C. Paragraph 7. of Section E. Policy Conditions** is replaced with the following:

**7. Legal Action Against Us**

No one may bring a legal action against us under this policy unless:

- a. There has been full compliance with all terms of this policy; or
- b. The action is brought within 5 years after the “enrolled customer” has knowledge of “loss”.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# Kentucky Changes



Master Policy No.	Eff. Date of Policy	Eff. Date of Endorsement
IM 5470997-00	10/12/2014	10/12/2014

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**COMMERCIAL INLAND MARINE COVERAGE FORM FOR PORTABLE ELECTRONIC COMMUNICATION EQUIPMENT**

**A.** Paragraph **1.** of Section **G. Policy Conditions** is replaced by the following:

**1. POLICY CANCELLATION**

The following cancellation provision applies to the policy unless a special state cancellation endorsement applies.

- a.** You may end your authority to enroll customers by mailing or delivering to us advance written notice of such intent. Such action will not affect any protection for customers already enrolled.
- b.** "Enrolled customers" may cancel their protection at any time.
- c.** We may terminate your authority to enroll new customers.
  - (1)** If this policy has been in effect for 60 days or less, we may cancel this policy by mailing or delivering to you at the last mailing address known to us written notice of cancellation, stating the reason for cancellation, at least 14 days before the effective date of cancellation.
  - (2)** 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:
    - (a)** Nonpayment of premium;
    - (b)** 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;
    - (c)** Discovery of willful or reckless acts or omissions on your part which increase any hazard insured against;
    - (d)** The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;
    - (e)** We are unable to reinsure the risk covered by the policy; or
    - (f)** 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.
  - (3)** If we cancel this policy based on Paragraph **c.(2)**, we will mail or deliver a written notice of cancellation to you, stating the reason for cancellation, at least:
    - (a)** 14 days before the effective date of the cancellation, if cancellation is for nonpayment of premium; or
    - (b)** 75 days before the effective date of the cancellation, if cancellation is for any reason stated in **c.(2)(b)** through **c.(2)(f)**.

Such action will not affect any protection for customers already enrolled.

- d. We or you may cancel the protection for a specific “enrolled customer”.
- (1) If this policy has been in effect for 60 days or less, we may cancel this policy by mailing or delivering to the “enrolled customer’s” last mailing address known to us written notice of cancellation, stating the reason for cancellation, at least 14 days before the effective date of cancellation.
  - (2) 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:
    - (a) Nonpayment of premium;
    - (b) Discovery of fraud or material misrepresentation made by the “enrolled customer” or with the “enrolled customer’s” knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
    - (c) Discovery of willful or reckless acts or omissions on the “enrolled customer’s” part which increase any hazard insured against;
    - (d) The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;
    - (e) We are unable to reinsure the risk covered by the policy; or
    - (f) 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.
  - (3) If we cancel this policy based on Paragraph **d.(2)**, we will mail or deliver a written notice of cancellation to the “enrolled customer”, stating the reason for cancellation, at least:
    - (a) 14 days before the effective date of the cancellation, if cancellation is for nonpayment of premium; or
    - (b) 75 days before the effective date of the cancellation, if cancellation is for any reason stated in **d.(2)(b)** through **d.(2)(f)**.

The party sending such notice has the responsibility of notifying the other that such notice has been sent.

- e. Notice of cancellation will state the effective date of cancellation.

If the protection for any specific “enrolled customer” is cancelled, we will send the Named Insured any premium paid in advance for months after the month of cancellation. The cancellation will be effective even if we have not made or offered a refund. It is the responsibility of the Named Insured to remit the proper proportion of any returned premium or premium received from “enrolled customers” but not sent to us to each “enrolled customer”.

- f. Notice required pursuant to this cancellation condition shall be provided in writing, either via mail or by electronic means.
- (1) If notice is provided via mail, it shall be mailed or delivered to the Named Insured at the Named Insured’s mailing address and to all affected “enrolled customers” at the last known mailing addresses of those customers on file with us. We or the Named Insured shall maintain proof of mailing in a form authorized or accepted by the United States postal service or other commercial mail delivery service.
  - (2) If notice is provided electronically, it shall be transmitted via facsimile or electronic mail to the Named Insured at the Named Insured’s facsimile number or electronic mail address and to all affected “enrolled customers” at the last known facsimile numbers or electronic mail addresses of those customers on file with us. An “enrolled customer” who provides an electronic mail address to us or the Named Insured shall be deemed to consent to receive notices and correspondence if a disclosure is provided to the “enrolled customer” stating that an “enrolled customer’s” provision of an electronic mail address shall be deemed consent to receive notices and correspondence by electronic means. We or you shall maintain proof that the notice was sent by electronic means. Notice or correspondence may be sent on behalf of us or the Named Insured by the supervising entity appointed by us.

**B.** Paragraph 2. of Section **G. Policy Conditions** is replaced by the following:

**2. CHANGES**

This policy contains all the agreements between the Named Insured and us concerning the insurance afforded. The Named Insured is authorized to request changes to the terms of this policy on behalf of all "enrolled customers", but such changes shall be effected only with our consent as expressed by an endorsement written by us and attached to this policy. It is the responsibility of the Named Insured to notify all other "enrolled customers" of such change; however, the failure of the Named Insured to do so will not invalidate the change. An "enrolled customer" who provides an electronic mail address to us or the Named Insured shall be deemed to consent to receive notices and correspondence if a disclosure is provided to the "enrolled customer" stating that an "enrolled customer's" provision of an electronic mail address shall be deemed consent to receive notices and correspondence by electronic means. We or you shall maintain proof that the notice was sent by electronic means. Notice of such change to the Named Insured shall be in writing and considered notice to all "enrolled customers". Notice or correspondence may be sent on behalf of us or the Named Insured by the supervising entity appointed by us

**C.** The following Condition is added to Section **G. Policy Conditions**:

**NONRENEWAL**

**a.** For the purpose of this Policy Condition:

- (1)** Any policy period or term of less than 6 months shall be considered to be a policy period or term of 6 months; and
- (2)** Any policy period or term of more than one year or any policy with no fixed expiration date shall be considered a policy period or term of one year.

- b.** If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the reason for nonrenewal, to the Named Insured shown in the Declarations, at the last mailing address known to us, at least 75 days before the expiration date of the policy period.
- c.** If notice of nonrenewal is not provided pursuant to this Policy Condition, coverage under the same terms and conditions shall be deemed to be renewed for the ensuing policy period upon payment of the appropriate premium until you have accepted replacement coverage with another insurer, or until you have agreed to the nonrenewal.
- d.** If we mail or deliver a renewal notice to the Named Insured at least 30 days before the end of the policy period, stating the renewal premium and its due date, the policy will terminate without further notice unless the renewal premium is received by us or our authorized agent by the due date.
- e.** If this policy terminates because the renewal premium has not been received by the due date, we will, within 15 days, mail or deliver to the Named Insured at his last known address a notice that the policy was not renewed and the date it was terminated.
- f.** If notice is mailed, proof of mailing is sufficient proof of notice.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# Louisiana Changes



Master Policy No.      Eff. Date of Policy      Eff. Date of Endorsement  
IM 5470997-00      10/12/2014      10/12/2014

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**COMMERCIAL INLAND MARINE COVERAGE FORM FOR PORTABLE ELECTRONIC COMMUNICATION EQUIPMENT**

**A. The following exclusion and related provisions are added to Section F. Exclusions:**

1. We will not pay for "loss" or damage arising out of any act committed:
  - a. By or at the direction of any insured or "enrolled customer"; and
  - b. With the intent to cause a "loss".
2. With respect to "loss" or damage to "covered equipment" caused by fire, this exclusion does not apply to an insured(s) or "enrolled customer" who did not set the fire or otherwise participate in the cause of the "loss", provided the "loss" is otherwise covered under this policy.
3. If we pay a claim pursuant to Paragraph 2., our payment to any insured or "enrolled customer" is limited to that insured's or "enrolled customer's" proportionate share of the policy proceeds, but not more than that insured's or "enrolled customer's" legal interest in the "covered equipment" that sustained the fire "loss". Proportionate share will be determined based on the interests of all parties eligible to receive payment, including a mortgageholder or other party with a secured legal interest. The policy proceeds will not include any amount attributable to the interest of the insured(s) or "enrolled customer(s)" who set the fire or otherwise participated in the cause of the "loss".
4. We may apply reasonable standards of proof to claims for such "loss".

**B. Paragraph 1. of Section E. Policy Conditions is replaced by the following:**

**1. Policy Cancellation**

- a. You may end your authority to enroll customers by mailing or delivering to us advance written notice of such intent. Such action will not affect any protection for customers already enrolled.
- b. "Enrolled customers" may cancel their protection at any time.
- c. **All Policies In Effect For Fewer Than 60 Days Which Are Not Renewals – Named Insured**

If this policy has been in effect for fewer than 60 days and is not a renewal of a policy we issued, we may end your authority to enroll customers for any reason, subject to the following:

**(1) Cancellation for nonpayment of premium:**

We may end your authority to enroll customers by mailing or delivering to the Named Insured written notice of cancellation at least 10 days before the effective date of cancellation.

**(2) Cancellation for any other reason:**

We may end your authority to enroll customers by mailing or delivering to the Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

**d. Cancellation Of Renewal Policies And New Policies In Effect For 60 Days Or More – Named Insured**

If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may end your authority to enroll customers 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 with the intent to deceive in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
- (3) Activities or omissions by you which change or increase any hazard insured against;
- (4) Change in the risk which increases the risk of “loss” after we issued or renewed this policy, including an increase in exposure due to regulation, legislation, or court decision;
- (5) Determination by the Commissioner of Insurance that the continuation of this policy would jeopardize our solvency or would place us in violation of the insurance laws of this or any other state;
- (6) The insured’s violation or breach of any policy terms or conditions; or
- (7) Any other reasons that are approved by the Commissioner of Insurance.

We will mail or deliver written notice of cancellation under Paragraph **B.1.d.** to the Named Insured 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 a reason described in Paragraphs **B.1.d.(2)** through **(7)** above.

**e. All Policies In Effect For Fewer Than 60 Days Which Are Not Renewals – “Enrolled Customers”**

If this policy has been in effect for fewer than 60 days and is not a renewal of a policy we issued, we or you may cancel the protection for a specific “enrolled customer” for any reason, subject to the following:

- (1) Cancellation for nonpayment of premium:

We or you may cancel the protection for a specific “enrolled customer” by mailing or delivering to such customer written notice of cancellation at least 10 days before the effective date of cancellation.

- (2) Cancellation for any other reason:

We or you may cancel the protection for a specific “enrolled customer” by mailing or delivering to such customer written notice of cancellation at least 60 days before the effective date of cancellation.

**f. Cancellation Of Protection For Specific “Enrolled Customers” - Renewal Policies And New Policies In Effect For 60 Days Or More**

If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we or you may cancel the protection for a specific “enrolled customer” only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Fraud or material misrepresentation made by the “enrolled customer” or with the “enrolled customer’s” knowledge with the intent to deceive in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
- (3) Activities or omissions by the “enrolled customer” which change or increase any hazard insured against;
- (4) Change in the risk which increases the risk of “loss” after we issued or renewed this policy, including an increase in exposure due to regulation, legislation, or court decision;
- (5) Determination by the Commissioner of Insurance that the continuation of this policy would jeopardize our solvency or would place us in violation of the insurance laws of this or any other state;
- (6) The “enrolled customer’s” violation or breach of any policy terms or conditions; or
- (7) Any other reasons that are approved by the Commissioner of Insurance.

We will mail or deliver written notice of cancellation under Paragraph **B.1.f.** to the “enrolled customer” at least:

- (a) 10 days before the effective date of cancellation if we or you cancel for nonpayment of premium; or
- (b) 30 days before the effective date of cancellation if we or you cancel for a reason described in Paragraphs **B.1.f.(2)** through **(7)** above.

The party sending such notice has the responsibility of notifying the other that such notice has been sent.

- g. If an “enrolled customer’s” or your premium payment check or other negotiable instrument is returned to us or our agent because it is uncollectable for any reason:
  - (1) We may terminate your authority to enroll customers, or
  - (2) We or you may cancel the protection for a specific “enrolled customer” subject to Paragraphs **(3)** and **(4)** below.
  - (3) We may end your authority to enroll customers or we or you may cancel the protection for a specific “enrolled customer” effective from the date the premium payment was due, by sending written notice by certified mail, or by delivering such notice within 10 days of the date that we or you receive notice of the returned check or negotiable instrument.
  - (4) The cancellation notice will also advise that the policy will be reinstated effective from the date the premium payment was due, if you or the “enrolled customer” present to us or you a cashier's check or money order for the full amount of the returned check or other negotiable instrument within 10 days of the date that the cancellation notice was mailed.
- h. We will mail or deliver our notice to the Named Insured’s and “enrolled customers” last mailing address known to us.
- i. Notice of cancellation will state the effective date of cancellation and reason for cancellation.

**j. Premium Refund**

If we terminate your authority to enroll customers or we or you cancel the protection for a specific “enrolled customer”, we will return any premium refund due, subject to Paragraphs **(1)**, **(2)**, and **(3)** below. The cancellation will be effective even if we have not made or offered a refund.

- (1) If we cancel, the refund will be pro rata.
- (2) If the Named Insured or “enrolled customer” cancels, the refund will not be less than 90% of the pro rata unearned premium, rounded to the next higher whole dollar. The refund will be returned within 30 days after the effective date of cancellation.
- (3) We will send the refund to the Named Insured.
- (4) If we cancel based on Paragraph **g.** above, we will return the premium due, if any, within 10 days after the expiration of the 10-day period referred to in Paragraph **g.(4)**.

If the protection for any specific “enrolled customer” is cancelled, we will send the Named Insured any premium paid in advance for months after the month of cancellation.

It is the responsibility of the Named Insured to remit the proper proportion of any returned premium or premium received from “enrolled customers” but not sent to us to each “enrolled customer”.

- k. If notice is mailed, proof of mailing will be sufficient proof of notice.

**C. Paragraph 6. of Section E. Policy Conditions is replaced by the following:**

**6. 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 or “enrolled customer”, at any time, concerning:

- a. This policy;



- b. The “covered equipment”;
  - c. The “enrolled customer’s” interest in the “covered equipment”; or
  - d. A claim under this policy.
- D. Paragraph **5.** of Section **J. Claim Reporting Procedures, Duties And Responsibilities** is modified by the addition of the following:

However, if “loss” or damage arises due to a catastrophic event for which a state of disaster or emergency is declared pursuant to law by civil officials, and the “covered equipment” is located in an area within the declaration, you must submit the requested documentation to us within 180 days; but this 180-day period does not commence as long as the declaration of disaster or emergency is in existence and civil authorities are denying you access to your property.
- E. Exclusion **15. Pollution** is deleted.
- F. Definition **7. “Pollutants”** is deleted.
- G. The following provision is added to Section **G. Policy Provisions:**

**Bankruptcy**

If the Named Insured or the “enrolled customer” or their estate go bankrupt or become insolvent, we will continue to fulfill our duties and obligations under this Policy.
- H. The following provision is added to paragraph **1.** of Section **I. Our Rights And Responsibilities:**

We will repair or replace the lost, stolen or damaged “covered equipment” within 30 days after satisfactory proof of loss.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# Maine Changes



Master Policy No.	Eff. Date of Policy	Eff. Date of Endorsement
IM 5470997-00	10/12/2014	10/12/2014

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**COMMERCIAL INLAND MARINE COVERAGE FORM FOR PORTABLE ELECTRONIC COMMUNICATION EQUIPMENT**

**A. Paragraph 1. of Section G. Policy Conditions** is replaced by the following:

**1. POLICY CANCELLATION**

- a.** You may end your authority to enroll customers by mailing or delivering to us advance written notice of such intent. Such action will not affect any protection for customers already enrolled.
- b.** "Enrolled customers" may cancel their protection at any time. Upon cancellation, any applicable unearned premium shall be refunded to the person paying the premium.
- c.** We may terminate your authority to enroll new customers by mailing or delivering to you written notice at least:
  - (1)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
  - (2)** 60 days before the effective date of cancellation if we cancel for any other reason.Such action will not affect any protection for customers already enrolled.
- d.** We or you may cancel the protection for a specific "enrolled customer":
  - (1)** Upon 15 days prior notice for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim under this policy;
  - (2)** Immediately if cancellation is for any of the following reasons:
    - (a)** The "enrolled customer" fails to pay the required premium;
    - (b)** The "enrolled customer" ceases to have an active service plan, if applicable, with you;
    - (c)** The "enrolled customer" exhausts the number of times we will perform repairs and/or replacements specified in the Declarations or Certificate during the period of time specified on the Declarations or Certificate and we send notice of termination to the "enrolled customer" within 30 business days after exhaustion of the number of times specified in the Declarations or Certificate. However, if we do not send the notice within the 30 day time frame, the "enrolled customer's" coverage shall continue notwithstanding the number of times we will repair or replace specified in the Declarations or Certificate until notice of termination is sent to the "enrolled customer".

The party sending such notice has the responsibility of notifying the other that such notice has been sent.

- e.** Notice of cancellation will state the effective date of cancellation.

If the protection for any specific "enrolled customer" is cancelled, we will send the person paying the premium any unearned premium. The cancellation will be effective even if we have not made or offered a refund.

- f. Notice required pursuant to the **Cancellation** or **Changes** conditions shall be provided in writing, either via mail or by electronic means.
  - (1) If notice is provided via mail, it shall be mailed or delivered to the Named Insured at the Named Insured's mailing address and to all affected "enrolled customers" at the last known mailing addresses of those customers on file with us. We or the Named Insured shall maintain proof of mailing in a form authorized or accepted by the United States postal service or other commercial mail delivery service.
  - (2) If notice is provided electronically, it shall be transmitted via electronic means to the Named Insured and to all affected "enrolled customers". We or you shall maintain proof that the notice was sent.

**B.** Paragraph **2.** of Section **G. Policy Conditions** is replaced by the following:

## **2. CHANGES**

This policy contains all the agreements between the Named Insured and us concerning the insurance afforded. The Named Insured is authorized to request changes to the terms of this policy on behalf of all "enrolled customers", but such changes shall be effected only after 30 days' notice to the Named Insured and "enrolled customers", and only with our consent as expressed by an endorsement written by us and attached to the policy. If we change the terms and conditions, we shall promptly provide the Named Insured with a revised policy or endorsement. We shall provide all "enrolled customers" with a revised certificate, endorsement, updated brochure, or other evidence indicating that a change in the terms and conditions has occurred and a summary of material changes.

**C.** Paragraph **6.** of Section **G. Policy Conditions** is replaced by the following:

## **6. CONCEALMENT, MISREPRESENTATION OR FRAUD**

We do not provide coverage to any "enrolled customer" who commits fraud or intentionally conceals or misrepresents a material fact concerning:

- a. This policy;
- b. The "covered equipment";
- c. The "enrolled customer's" interest in the "covered equipment"; or
- d. A claim under this policy.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# Maryland Changes



Master Policy No.	Eff. Date of Policy	Eff. Date of Endorsement
IM 5470997-00	10/12/2014	10/12/2014

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

### Commercial Inland Marine Coverage Form For Portable Electronic Communication Equipment

A. Paragraph 1. of Section G. **Policy Conditions** is replaced by the following:

#### 1. Policy Cancellation

- a. You may end your authority to enroll customers by mailing or delivering to us advance written notice of such intent. Such action will not affect any protection for customers already enrolled.
- b. "Enrolled customers" may cancel their protection at any time. After cancellation, any applicable unearned premium shall be refunded to the person paying the premium in accordance with applicable law.
- c. We may terminate your authority to enroll new customers by mailing or delivering to you written notice at least:
  - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
  - (2) 60 days before the effective date of cancellation when there exists the following:
    - (a) A Material misrepresentation or fraud in connection with the application, policy, or presentation of a claim;
    - (b) A matter or issue related to the risk that constitutes a threat to public safety; or
    - (c) A change in the condition of the risk that results in an increase in the hazard insured against.

Such action will not affect any protection for customers already enrolled.

- d. We or you may cancel the protection for a specific "enrolled customer":
  - (1) After 45 days prior notice for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim under this policy;
  - (2) After 10 days prior notice for nonpayment of premium;
  - (3) Immediately if cancellation is for any of the following reasons:
    - (a) The "enrolled customer" ceases to have an active service plan, if applicable, with you;
    - (b) The "enrolled customer" exhausts the number of times we will perform repairs and/or replacements specified in the Declarations or Certificate during the period of time specified on the Declarations or Certificate and we send notice of termination to the "enrolled customer" within 15 business days after exhaustion of the number of times specified in the Declarations or Certificate. However, if we do not send the notice within the 15 business day time frame, the "enrolled customer's" coverage shall continue notwithstanding the number of times we will repair or replace specified in the Declarations or Certificate until notice of termination is sent to the "enrolled customer".

- (c) Notwithstanding Paragraph (b), on request of an “enrolled customer”, the “enrolled customer” shall be eligible for reinstatement of coverage not more than 12 months after the date of exhaustion of the number of times we will perform repairs and/or replacements specified in the Declarations or Certificate during the period of time specified on the Declarations or Certificate in accordance with the terms of the policy and subject to the enrollment criteria then applicable to prospective customers generally.

The party sending such notice has the responsibility of notifying the other that such notice has been sent.

- e. Notice of cancellation will state the effective date of cancellation.

If the protection for any specific “enrolled customer” is cancelled, we will send the person paying the premium any unearned premium in accordance with applicable law. The cancellation will be effective even if we have not made or offered a refund.

- f. Notice required pursuant to the **Cancellation** or **Changes** conditions shall be provided in writing, either via mail or by electronic means.

(1) If notice is provided via mail, it shall be mailed to the Named Insured at the Named Insured’s mailing address and to all affected “enrolled customers” at the last known mailing addresses of those customers on file with us. We or the Named Insured shall maintain proof of mailing in a form authorized or accepted by the United States postal service or other commercial mail delivery service.

(2) For notice to be provided electronically, the Named Insured and/or “enrolled customers” must have provided an electronic mail address at which they consent to receive notices about coverage. In such an event, notice shall be transmitted via electronic mail to the Named Insured at the Named Insured’s electronic mail address and to all affected “enrolled customers” at the last known electronic mail addresses of those customers on file with us. We or you shall maintain proof that the notice was sent.

- B. Paragraph 2. of Section G. **Policy Conditions** is replaced by the following:

## 2. **Changes**

This policy contains all the agreements between the Named Insured and us concerning the insurance afforded. The Named Insured is authorized to request changes to the terms of this policy on behalf of all “enrolled customers”, but such changes shall be effected only with our consent as expressed by an endorsement written by us and attached to the policy. If we change the terms and conditions, we shall promptly provide the Named Insured with a revised policy or endorsement. We shall provide all “enrolled customers” with a revised certificate, endorsement, updated brochure, or other evidence indicating that a change in the terms and conditions has occurred and a summary of material changes.

- C. Paragraph 6. of Section G. **Policy Conditions** is replaced by the following:

## 6. **Concealment, Misrepresentation Or Fraud**

The coverage provided by this policy may be cancelled and/or coverage denied with respect to any “enrolled customer” who commits fraud or intentionally conceals or misrepresents a material fact concerning:

- a. This policy;
- b. The “covered equipment”;
- c. The “enrolled customer’s” interest in the “covered equipment”; or
- d. A claim under this policy.

- D. Paragraph 7.b.(1) of Section G. **Policy Conditions** is replaced by the following:

- (1) 3 years after the “enrolled customer” has knowledge of “loss”; or

All other terms, conditions, provisions and exclusions of this policy remain the same.

# Michigan Changes



Master Policy No.	Eff. Date of Policy	Eff. Date of Endorsement
IM 5470997-00	10/12/2014	10/12/2014

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**COMMERCIAL INLAND MARINE COVERAGE FORM FOR PORTABLE ELECTRONIC COMMUNICATION EQUIPMENT**

- A. The Conditions of this Coverage Part that are in conflict with the statutes of the State of Michigan are amended to conform to such statutes.
- B. Paragraph 1. of Section G. **Policy Conditions** is replaced by the following:

**1. POLICY CANCELLATION**

The following cancellation provision applies to the policy unless a special state cancellation endorsement applies.

- a. You may cancel your authority to enroll customers by mailing or delivering to us or our authorized agent advance written notice of such intent. Such action will not affect any protection for customers already enrolled.
- b. "Enrolled customers" may cancel their protection at any time.
- c. We may terminate your authority to enroll new customers by mailing or delivering to you written notice at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 60 days before the effective date of cancellation if we cancel for any other reason.

Such action will not affect any protection for customers already enrolled.

- d. We or you may cancel the protection for a specific "enrolled customer" by mailing or delivering written notice to such customer at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 60 days before the effective date of cancellation if we cancel for any other reason.

The party sending such notice has the responsibility of notifying the other that such notice has been sent.

- e. We will mail or deliver our notice to the Named Insured's last mailing address known to us or our authorized agent.
- f. Notice of cancellation will state the effective date of cancellation.

If the protection for any specific "enrolled customer" is cancelled, we will send the Named Insured any pro rata premium refund due. The minimum earned premium shall not be less than the pro rata premium for the expired time or \$25.00, whichever is greater. The cancellation will be effective even if we have not made or offered a refund. It is the responsibility of the Named Insured to remit the proper proportion of any returned premium or premium received from "enrolled customers" but not sent to us to each "enrolled customer".

- g. If notice is mailed, proof of mailing will be sufficient proof of notice.

**C.** The following Condition is added to Section **G. Policy Conditions**:

**NONRENEWAL**

If we decide not to renew this policy, we will mail or deliver to the Named Insured's last mailing address known to us or our authorized agent written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing shall be sufficient proof of notice.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# Minnesota Changes



Master Policy No.      Eff. Date of Policy      Eff. Date of Endorsement  
IM 5470997-00      10/12/2014      10/12/2014

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**COMMERCIAL INLAND MARINE COVERAGE FORM FOR PORTABLE ELECTRONIC COMMUNICATION EQUIPMENT**

**A. Paragraph 1. of Section G. Policy Conditions** is replaced by the following:

**1. POLICY CANCELLATION**

The following cancellation provision applies to the policy unless a special state cancellation endorsement applies.

- a.** You may end your authority to enroll customers by mailing or delivering to us advance written notice of such intent. Such action will not affect any protection for customers already enrolled.
- b.** "Enrolled customers" may cancel their protection at any time.
- c.** We may terminate your authority to enroll new customers by first class mailing or delivering to you written notice.

**(1)** If this policy is a new policy and has been in effect for fewer than 90 days, we may cancel for any reason by giving notice 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.

**(2)** If this policy has been in effect for 90 days or more, or if it is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

- (a)** Nonpayment of premium;
- (b)** Misrepresentation or fraud made by you or with your knowledge in obtaining the policy or in pursuing a claim under the policy;
- (c)** An act or omission by you that substantially increases or changes the risk insured;
- (d)** Refusal by you to eliminate known conditions that increase the potential for loss after notification by us that the condition must be removed;
- (e)** Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract; or
- (f)** A determination by the commissioner that the continuation of the policy could place us in violation of the Minnesota insurance laws.

We will give notice at least:

- (i)** 10 days before the effective date of cancellation, if we cancel for nonpayment of premium. The cancellation notice shall contain the information regarding the amount of premium due and the due date, and shall state the effect of nonpayment by the due date. Cancellation shall not be effective if payment of the amount due is made prior to the effective date of cancellation; or



- (ii) 60 days before the effective date, if we cancel for a reason described in Paragraphs **c.(2)(b)** through **(f)**. The notice of cancellation will state the reason for cancellation.

Such action will not affect any protection for customers already enrolled.

- d. We or you may cancel the protection for a specific “enrolled customer” by first class mailing or delivering written notice to such customer.
  - (1) If this policy is a new policy and has been in effect for fewer than 90 days, we may cancel for any reason by giving notice 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.
  - (2) If this policy has been in effect for 90 days or more, or if it is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:
    - (a) Nonpayment of premium;
    - (b) Misrepresentation or fraud made by the “enrolled customer” or with the “enrolled customer’s” knowledge in obtaining the policy or in pursuing a claim under the policy;
    - (c) An act or omission by the “enrolled customer” that substantially increases or changes the risk insured;
    - (d) Refusal by the “enrolled customer” to eliminate known conditions that increase the potential for loss after notification by us that the condition must be removed;
    - (e) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract; or
    - (f) A determination by the commissioner that the continuation of the policy could place us in violation of the Minnesota insurance laws.

We will give notice at least:

- (i) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium. The cancellation notice shall contain the information regarding the amount of premium due and the due date, and shall state the effect of nonpayment by the due date. Cancellation shall not be effective if payment of the amount due is made prior to the effective date of cancellation; or
- (ii) 60 days before the effective date, if we cancel for a reason described in Paragraphs **d.(2)(b)** through **(f)**. The notice of cancellation will state the reason for cancellation.

The party sending such notice has the responsibility of notifying the other that such notice has been sent.

- e. We will mail or deliver our notice to the Named Insured’s last mailing address known to us.
- f. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

If the protection for any specific “enrolled customer” is cancelled, we will send the Named Insured any premium paid in advance for months after the month of cancellation. The cancellation will be effective even if we have not made or offered a refund. It is the responsibility of the Named Insured to remit the proper proportion of any returned premium or premium received from “enrolled customers” but not sent to us to each “enrolled customer”.

- g. If notice is mailed, proof of mailing will be sufficient proof of notice.

**B. Paragraph 3. of Section G. Policy Conditions is replaced by the following:**

### **3. EXAMINATION OF NAMED INSURED’S BOOKS AND RECORDS**

We may examine and audit the Named Insured’s books and records as they relate to this policy at any time during the policy period and up to 1 year afterward.

C. Paragraph 6. of Section G. **Policy Conditions** is replaced by the following:

**6. CONCEALMENT, MISREPRESENTATION OR FRAUD**

We will not pay for any loss or damage if the “enrolled customer” has:

- a. Before a loss, willfully; or
- b. After a loss, willfully and with intent to defraud;

Concealed or misrepresented any material fact or circumstances concerning:

- (1) This Coverage Form;
- (2) The Covered Property;
- (3) The “enrolled customer’s” interest in the Covered Property; or
- (4) A claim under this Coverage Form.

D. The following Condition is added to Section G. **Policy Conditions**:

**NONRENEWAL**

If we decide not to renew this policy, we may do so by giving the Named Insured written notice of our intent not to renew at least 60 days before the expiration date of this policy. Such notice will be delivered or mailed by first class mail to their last mailing addresses known to us.

Proof of mailing of any notice shall be sufficient proof of notice.

We need not mail or deliver this notice if you have:

- a. Insured elsewhere;
- b. Accepted replacement coverage; or
- c. Agreed not to renew this policy.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# Mississippi Changes



Master Policy No.      Eff. Date of Policy      Eff. Date of Endorsement  
IM 5470997-00      10/12/2014      10/12/2014

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**COMMERCIAL INLAND MARINE COVERAGE FORM FOR PORTABLE ELECTRONIC COMMUNICATION EQUIPMENT**

**A. Paragraph 1. of Section G. Policy Conditions** is replaced by the following:

**1. POLICY CANCELLATION**

- a.** You may end your authority to enroll customers by mailing or delivering to us advance written notice of such intent. Such action will not affect any protection for customers already enrolled.
- b.** "Enrolled customers" may cancel their protection at any time. Upon cancellation, any applicable unearned premium shall be refunded to the person paying the premium.
- c.** We may terminate your authority to enroll new customers by mailing or delivering to you written notice at least:
  - (1)** 15 days before the effective date of cancellation if we cancel for nonpayment of premium;
  - (2)** 30 days before the effective date of cancellation if we cancel for any other reason.Such action will not affect any protection for customers already enrolled.
- d.** We or you may cancel the protection for a specific "enrolled customer":
  - (1)** Upon 15 days prior notice for nonpayment of premium;
  - (2)** Upon 15 days prior notice for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim under this policy;
  - (3)** Immediately if cancellation is for any of the following reasons:
    - (a)** The "enrolled customer" ceases to have an active service plan, if applicable, with you;
    - (b)** The "enrolled customer" exhausts the number of times we will perform repairs and/or replacements specified in the Declarations or Certificate during the period of time specified on the Declarations or Certificate and we send notice of termination to the "enrolled customer" within 30 calendar days after exhaustion of the number of times specified in the Declarations or Certificate. However, if we do not send the notice within the 30 day time frame, the "enrolled customer's" coverage shall continue notwithstanding the number of times we will repair or replace specified in the Declarations or Certificate until notice of termination is sent to the "enrolled customer".

The party sending such notice has the responsibility of notifying the other that such notice has been sent.

- e.** Notice of cancellation will state the effective date of cancellation.

If the protection for any specific "enrolled customer" is cancelled, we will send the person paying the premium any unearned premium. The cancellation will be effective even if we have not made or offered a refund.

- f. Notice required pursuant to the **Cancellation** or **Changes** conditions shall be provided in writing, either via mail or by electronic means.
  - (1) If notice is provided via mail, it shall be mailed or delivered to the Named Insured at the Named Insured's mailing address and to all affected "enrolled customers" at the last known mailing addresses of those customers on file with us. We or the Named Insured shall maintain proof of mailing in a form authorized or accepted by the United States postal service or other commercial mail delivery service.
  - (2) If notice is provided electronically, it shall be transmitted via electronic mail to the Named Insured at the Named Insured's electronic mail address and to all affected "enrolled customers" at the last known electronic mail addresses of those customers on file with us. We or you shall maintain proof that the notice was sent.

**B.** Paragraph 2. of Section **G. Policy Conditions** is replaced by the following:

## **2. CHANGES**

This policy contains all the agreements between the Named Insured and us concerning the insurance afforded. The Named Insured is authorized to request changes to the terms of this policy on behalf of all "enrolled customers", but such changes shall be effected only after 30 days' notice to the Named Insured and "enrolled customers", and only with our consent as expressed by an endorsement written by us and attached to the policy. If we change the terms and conditions, we shall promptly provide the Named Insured with a revised policy or endorsement. We shall provide all "enrolled customers" with a revised certificate, endorsement, updated brochure, or other evidence indicating that a change in the terms and conditions has occurred and a summary of material changes.

**C.** Paragraph 7. of Section **G. Policy Conditions** is replaced by the following:

## **7. LEGAL ACTION AGAINST US**

No one may bring a legal action against us under this policy unless:

- a. There has been full compliance with all the terms of this policy; and
- b. The action is brought within 3 years after the "enrolled customer" first has knowledge of the direct loss or damage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# Missouri Changes



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
IM 5470997-00	10/12/2014	10/12/2016	10/12/2014	45-261-000		

Named Insured/Mailing Address: Sprint Management Company	Producer: eSecuritel Agency
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial Inland Marine Coverage Form For Portable Electronic Communication Equipment**

**A. Section F. Exclusions** is amended to include:

1. We will not pay for "loss" or damage arising out of any act committed:
  - a. By or at the direction of any "enrolled customer"; 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 **A.2.** of this form, 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 perform more repairs and/or replacements than the number of times specified in the Declarations or Certificate during the period of time specified on the Declarations or Certificate.

**B. Paragraph G.1. Policy Cancellation** is replaced by the following:

**Policy Cancellation**

- a. You may end your authority to enroll customers by mailing or delivering to us advance written notice of such intent. Such action will not affect any protection for customers already enrolled.
- b. "Enrolled customers" may cancel their protection at any time. Upon cancellation, any applicable unearned premium shall be refunded.
- c. We may terminate your authority to enroll new customers by mailing or delivering to you written notice at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 60 days before the effective date of cancellation if we cancel for any other reason.

Such action will not affect any protection for customers already enrolled.

d. We or you may cancel the protection for a specific “enrolled customer”:

- (1) Upon 15 days prior notice for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim under this policy;
- (2) Immediately if cancellation is for any of the following reasons:
  - (a) The “enrolled customer” fails to pay the required premium;
  - (b) The “enrolled customer” ceases to have an active service plan, if applicable, with you; or
  - (c) The “enrolled customer” exhausts the number of times we will perform repairs and/or replacements specified in the Declarations or Certificate during the period of time specified on the Declarations or Certificate and we send notice of termination to the “enrolled customer” within 30 calendar days after exhaustion of the number of times specified in the Declarations or Certificate. However, if we do not send the notice within the 30 day time frame, the “enrolled customer’s” coverage shall continue notwithstanding the number of times we will repair or replace specified in the Declarations or Certificate until notice of termination is sent to the “enrolled customer”.

The party sending such notice has the responsibility of notifying the other that such notice has been sent.

e. Notice of cancellation will state the effective date of cancellation.

If the protection for any specific “enrolled customer” is cancelled, we will send the Named Insured any unearned premium. The cancellation will be effective even if we have not made or offered a refund. It is the responsibility of the Named Insured to remit the proper proportion of any returned premium or premium received from “enrolled customers” but not sent to us to each “enrolled customer”.

f. Notice required pursuant to the **Cancellation** or **Changes** conditions shall be provided in writing, either via mail or by electronic means.

- (1) If notice is provided via mail, it shall be mailed or delivered to the Named Insured at the Named Insured’s mailing address and to all affected “enrolled customers” at the last known mailing addresses of those customers on file with us. We or the Named Insured shall maintain proof of mailing in a form authorized or accepted by the United States postal service or other commercial mail delivery service.
- (2) If notice is provided electronically, it shall be transmitted via electronic means to the Named Insured and to all affected “enrolled customers”. We or you shall maintain proof that the notice was sent. If delivery by electronic means is not available or is undeliverable, we or you shall provide written notice to the “enrolled customers” by mail in accordance with this section.

C. Paragraph **G.2. Changes** is replaced with the following:

**Changes**

This policy contains all the agreements between the Named Insured and us concerning the insurance afforded. The Named Insured is authorized to request changes to the terms of this policy on behalf of all “enrolled customers”, but such changes shall be effected only with our consent as expressed by an endorsement written by us and attached to the policy. If we change the terms and conditions, we shall promptly provide the Named Insured with a revised policy or endorsement. We shall provide each “enrolled customer” with a revised certificate, endorsement, updated brochure, or other evidence indicating that a change in the terms and conditions has occurred and a summary of material changes.

D. Paragraph **G.7. Legal Action Against Us** is replaced by the following:

**Legal Action Against Us**

No one may bring a legal action against us under this policy unless:

- a. There has been full compliance with all the terms of this policy; and

b. The action is brought within 10 years after the “enrolled customer” first has knowledge of the direct loss or damage.

E. Section **G. Policy Conditions** is amended to include the following:

**Other Insurance**

In the event of a covered “loss” under more than one policy, this policy will provide primary coverage.

F. Section **J. Claim Reporting Procedures, Duties, And Responsibilities** is replaced by the following:

**Claim Reporting Procedures, Duties, And Responsibilities**

1. In the event that “covered equipment” is lost or stolen, the “enrolled customer” must first notify the Wireless Service Provider to suspend service before submitting the claim. Proof may be required.
2. For any “loss” involving a violation or alleged violation of law or any loss of possession, the law enforcement agency with jurisdiction must be notified and we must be provided confirmation of such notification.
3. Any “loss” should be reported to us promptly. We have no obligation to respond to “loss” not reported within 60 days if such delay prejudices our ability to handle the claim.

All claims must be submitted through our Authorized Service Representative for our approval prior to any action on that claim. Any claims that are not submitted through our Authorized Service Representative for our approval will not be fulfilled.

4. All equipment for which we issue replacement equipment becomes our property. If “covered equipment” is damaged or malfunctioning, the “enrolled customer” is required to return such equipment at our expense. Should the “enrolled customer” be unable or unwilling to return the damaged, malfunctioning, or recovered equipment for which a replacement was issued, a non–return fee equal to the amount shown in the Premium, Deductible and Non-Return Fee Schedule will be charged in addition to the Deductible.
5. If we request, you or your “enrolled customer” must provide us:
  - a. A detailed proof of loss statement;
  - b. Proof of ownership;
  - c. Proof of identity;
  - d. Proof of equipment usage;
  - e. Affidavit of “loss”; and
  - f. Any other reasonably requested records and documents.

Any documentation we request must be provided within 60 days of such request.

6. We will give the “enrolled customer” notice, within 15 working days after we receive a properly executed proof of loss, that we:
  - a. Accept their claim;
  - b. Deny their claim; or
  - c. Need more time to determine whether their claim should be accepted or denied.

If we deny the “enrolled customer’s” 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 the “enrolled customer’s” claim should be accepted or denied, the written notice will state the reason(s) why more time is needed.

If we have not completed our investigation, we will notify the “enrolled customer” again in writing, within 45 days after the date the initial notice is sent as provided in Subparagraph **F.6.c.** of this form, and thereafter every 45 days. The written notice shall state why more time is needed to investigate the “enrolled customer’s” claim.

If we need more time to investigate the “enrolled customer’s” claim, we will provide an explanation for our need for more time. We will continue to notify the “enrolled customer” again in writing, at least every 45 days, of the status of the investigation and of the continued time needed for the investigation.

7. We have the right to inspect and examine equipment and records proving the “loss”.
8. Any person submitting a claim must allow us to question them under oath, at such times as may be reasonably required, about any matter relating to this insurance or that claim.

**9. Cooperation**

The Named Insured and the “enrolled customer” must cooperate with us.

**10. Take Possession**

The “enrolled customer” must take delivery of replacement equipment or obtain the authorized repair within 60 days of claim approval by us.

- G.** The following provision is added to the policy:

**Missouri Property And Casualty Insurance Guaranty Association Coverage Limitations**

1. Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association), the Association will pay claims covered under the Act if we become insolvent.
2. The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of the Act:
  - a. Claims covered by the Association do not include a claim by or against an insured of an insolvent insurer, if the insured has a net worth of more than \$25 million on the later of the end of the insured's most recent fiscal year or the December thirty-first of the year next preceding the date the insurer becomes insolvent; provided that an insured's net worth on such date shall be deemed to include the aggregate net worth of the insured and all of its affiliates as calculated on a consolidated basis.
  - b. Payments made by the Association for covered claims will include only that amount of each claim which is less than \$300,000. However, the Association will not:
    - (1) Pay an amount in excess of the applicable limit of insurance of the policy from which a claim arises; or
    - (2) Return to an insured any unearned premium in excess of \$25,000.

These limitations have no effect on the coverage we will provide under this policy.

All other terms, conditions, provisions and exclusions of this policy remain the same.



# Montana Changes



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
IM 5470997-00	<b>10/12/2014</b>	<b>10/12/2016</b>	<b>10/12/2014</b>	<b>45-261-000</b>		

Named Insured/Mailing Address: Sprint Management Company	Producer: eSecuritel Agency
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial Inland Marine Coverage Form For Portable Electronic Communication Equipment**

**A. Paragraph G.1. Policy Cancellation** is replaced with the following:

**Policy Cancellation**

The following cancellation provision applies to the policy.

- a. You may end your authority to enroll customers by mailing or delivering to us advance written notice of such intent. Such action will not affect any protection for customers already enrolled.

If you end your authority to enroll customers, then you shall provide written notice to each "enrolled customer", advising them as to the termination of the policy and providing the date on which the same shall become effective. The written notice shall be delivered to each "enrolled customer" at least 30 days in advance of the date of termination.

- b. "Enrolled customers" may cancel their protection at any time.
- c. We may terminate your authority to enroll new customers by mailing or delivering to you written notice at least:
  - (1) 30 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - (2) 60 days before the effective date of cancellation if we cancel for any other reason.

Such action will not affect any protection for customers already enrolled.

- d. We may cancel the protection for a specific "enrolled customer" by mailing or delivering written notice to such customer at least:
  - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
  - (2) 15 days before the effective date of cancellation if we cancel for discovery of fraud or material misrepresentation in obtaining coverage or in presentation of a claim; or
  - (3) 60 days before the effective date of cancellation if we cancel for any other reason.

The party sending such notice has the responsibility of notifying the other that such notice has been sent.

- e. We will mail or deliver our notice to the Named Insured's last mailing address known to us

f. Notice of cancellation will state the effective date of cancellation.

If the protection for any specific "enrolled customer" is cancelled, we will send the Named Insured any premium refund or premium paid in advance for months after the month of cancellation. If we cancel, the refund will be pro rata. If the Named Insured or specific "enrolled customer" cancels, the refund may be less than pro rata.

The cancellation will be effective even if we have not made or offered a refund.

It is the responsibility of the Named Insured to remit the proper proportion of any returned premium or premium received from "enrolled customers" but not sent to us to each "enrolled customer".

g. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Paragraph **G.2. Changes** is amended to include:

If we change the terms and conditions of this policy, we shall provide the Named Insured with a revised policy or endorsement and each "enrolled customer" with a revised certificate, endorsement, or other evidence indicating the change in terms and conditions has occurred and a summary of material changes.

C. Paragraph **G.6. Concealment, Misrepresentation Or Fraud** is replaced with the following:

**Concealment, Misrepresentation Or Fraud**

a. We will not pay for "loss" or damage in a case of:

- (1) Concealment or misrepresentation of a material fact; or
- (2) Fraud;

Committed by any "enrolled customer", whether before or after the "loss" and relating to coverage of the "loss" under this policy.

b. We will not pay for any "loss" or damage in any case if:

- (1) Concealment or misrepresentation of a material fact; or
- (2) Fraud;

Is committed by any "enrolled customer" in the application for this policy.

D. Section **G. Policy Conditions** is amended to include the following:

**Conformity With Montana Statutes**

- a. The provisions of this policy or Coverage Form conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which you reside on or after the effective date of this policy.
- b. Any provision of this policy (including endorsements which modify the policy) that does not conform to the minimum requirements of a Montana statute is amended to conform to such statute.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# Nebraska Changes



Master Policy No.	Eff. Date of Policy	Eff. Date of Endorsement
IM 5470997-00	10/12/2014	10/12/2014

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**COMMERCIAL INLAND MARINE COVERAGE FORM FOR PORTABLE ELECTRONIC COMMUNICATION EQUIPMENT**

**A. Paragraph 1. of Section E. Policy Conditions** is replaced by the following:

**1. Policy Cancellation**

**a.** You may end your authority to enroll customers by mailing or delivering to us advance written notice of such intent. Such action will not affect any protection for customers already enrolled.

**b.** “Enrolled customers” may cancel their protection at any time.

**c. Policies In Effect For 60 Days Or Less – Named Insured**

If this policy has been in effect for 60 days or less, we may terminate your authority to enroll new customers for any reason.

Such action will not affect any protection for customers already enrolled.

**d. Policies In Effect More Than 60 Days – Named Insured**

If this policy has been in effect for 60 days or less, we may terminate your authority to enroll new customers only for one or more of the following reasons:

- (1)** Nonpayment of premium;
- (2)** The policy was obtained through material misrepresentation;
- (3)** Any insured has submitted a fraudulent claim;
- (4)** Any insured has violated the terms and conditions of this policy;
- (5)** The risk originally accepted has substantially increased;
- (6)** Certification to the Director of Insurance of our loss of reinsurance which provided coverage to us for all or a substantial part of the underlying risk insured; or
- (7)** The determination by the Director of Insurance that the continuation of the policy could place us in violation of the Nebraska Insurance Laws.

Such action will not affect any protection for customers already enrolled.

**e. Policies In Effect For 60 Days Or Less – “Enrolled Customers”**

If this policy has been in effect for 60 days or less, we or you may cancel the protection for a specific “enrolled customer” for any reason.

**f. Policies In Effect More Than 60 Days – “Enrolled Customers”**

If this policy has been in effect for 60 days or less, we or you may cancel the protection for any specific “enrolled customer” only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) The protection provided by the policy was obtained through material misrepresentation;
- (3) The “enrolled customer” has submitted a fraudulent claim;
- (4) The “enrolled customer” has violated the terms and conditions of this policy;
- (5) The risk originally accepted has substantially increased;
- (6) Certification to the Director of Insurance of our loss of reinsurance which provided coverage to us for all or a substantial part of the underlying risk insured; or
- (7) The determination by the Director of Insurance that the continuation of the policy could place us in violation of the Nebraska Insurance Laws.

**g.** If we terminate your authority to enroll new customers subject to **c.** or **d.** above, we will mail to the Named Insured a written notice of cancellation, stating the reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 60 days before the effective date of cancellation if we cancel for any other reason.

Such action will not affect any protection for customers already enrolled.

**h.** If we or you cancel the protection for any specific “enrolled customer” subject to **e.** or **f.** above, we will mail to such customer a written notice of cancellation, stating the reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if we or you cancel for nonpayment of premium; or
- (2) 60 days before the effective date of cancellation if we or you cancel for any other reason.

The party sending such notice has the responsibility of notifying the other that such notice has been sent.

**i.** We will mail or deliver our notice by first class mail to the Named Insured’s last mailing address known to us.

**j.** Notice of cancellation will state the effective date of cancellation.

If the protection for any specific “enrolled customer” is cancelled, we will send the Named Insured any premium paid in advance for months after the month of cancellation. The cancellation will be effective even if we have not made or offered a refund. It is the responsibility of the Named Insured to remit the proper proportion of any returned premium or premium received from “enrolled customers” but not sent to us to each “enrolled customer”.

**k.** A United States Postal Service Certificate of Mailing shall be sufficient proof of receipt of notice on the third calendar day after the date of the Certificate of Mailing.

**B.** Paragraph **6.** of Section **E. Policy Conditions** is deleted and replaced by the following:

**6. Misrepresentation Or Breach Of Condition Or Warranty**

**a.** A misrepresentation or warranty made by any “enrolled customer” or on their behalf in the negotiation of or application for their coverage will void their coverage provided by this policy if:

- (1) It is material;
- (2) It is made with the intent to deceive;
- (3) We rely on it; and
- (4) We are deceived to our injury.

**b.** A breach of warranty or condition will void the coverage provided by this policy if such breach exists at the time of “loss” and contributes to the “loss”.

**C. Section I. Our Rights And Responsibilities** is modified by the addition of the following:

All claims for covered "loss" will be made good within 15 working days after presentation and acceptance of satisfactory proof of interest and "loss" to our Authorized Representative and satisfaction by the "enrolled customer" of the **Claim Reporting Procedures, Duties And Responsibilities** in Section **J.** of the coverage form.

If we deny the "enrolled customer's" claim, the denial will be given in writing.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# Nevada Changes



Master Policy No.      Eff. Date of Policy      Eff. Date of Endorsement  
IM 5470997-00      10/12/2014      10/12/2014

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**COMMERCIAL INLAND MARINE COVERAGE FORM FOR PORTABLE ELECTRONIC COMMUNICATION EQUIPMENT**

**A. Paragraph 1. Policy Cancellation** in Section **G. Policy Conditions** is replaced by the following:

**Policy Cancellation**

- a.** If we terminate your authority to enroll new customers or modify in any way the terms and conditions of the policy, we will provide you and the “enrolled customer” 30 days prior notice.
- b.** You may end your authority to enroll customers by mailing or delivering to us advance written notice of such intent.

If you end your authority to enroll customers, then you shall provide written notice to each “enrolled customer”, advising them as to the termination of the policy and providing the date on which the same shall become effective. The written notice shall be delivered to each “enrolled customer” at least 30 days in advance of the date of termination.

- c.** “Enrolled customers” may cancel their protection at any time.
- d.** Notwithstanding paragraph **a.** above, we may terminate your authority to enroll new customers by providing you written notice of cancellation at least:
  - (1)** 10 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.

After this policy has been in effect for 70 days or more, we may terminate your authority to enroll new customers, only for one or more of the following reasons:

- (a)** Nonpayment of premium;
- (b)** Conviction of the Named Insured of a crime arising out of acts increasing the hazard insured against;
- (c)** Discovery of fraud or material misrepresentation in obtaining the policy or in presenting a claim thereunder;
- (d)** 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;
- (e)** 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;
- (f)** 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;

(g) A determination by the commissioner that the continuation of the policy would violate, or place us in violation of, any provision of the code.

Such action will not affect any protection for customers already enrolled.

- e. We may cancel the protection for a specific “enrolled customer”:
- (1) Upon the discovery of fraud or material misrepresentation by the “enrolled customer” in obtaining coverage or in presenting a claim thereunder by providing notice of termination at least 15 days after discovery of the fraud or material misrepresentation. The notice will be sent to you and the “enrolled customer”.
  - (2) If the “enrolled customer” fails to pay a premium and we provide the “enrolled customer” not less than 10 days notice of the failure to pay the premium.
  - (3) Immediately when an “enrolled customer” ceases or cancels the active communication service with the Wireless Service Provider.
- f. If the protection for any specific “enrolled customer” is cancelled, we will send the Named Insured any premium paid in advance for months after the month of cancellation. The cancellation will be effective even if we have not made or offered a refund. It is the responsibility of the Named Insured to remit the proper proportion of any returned premium or premium received from “enrolled customers” but not sent to us to each “enrolled customer”.
- g. Whenever notice is required pursuant to this section, it shall be in writing and may be mailed or delivered to you at your mailing address and to the “enrolled customers” last known mailing addresses.

If notice is mailed, we shall maintain proof of mailing in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service.

Alternatively, we may comply with any notice required by this section by providing electronic notice to you or the affected “enrolled customers”, as the case may be, by electronic means. If notice is accomplished through electronic means we shall maintain proof that the notice was sent.

Any notice of cancellation or termination of authority will state the effective date of cancellation or termination.

- B. Paragraph 6. Concealment, Misrepresentation Or Fraud of Section G. **POLICY CONDITIONS** is replaced with the following:

**6. Concealment, Misrepresentation Or Fraud**

We will not pay for any “loss” or damage in any case of:

- a. Concealment or misrepresentation of a material fact; or
- b. Fraud;

committed by an insured or “enrolled customer” at any time and relating to a claim under this policy.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# New Hampshire Changes



Master Policy No.  
IM 5470997-00

Eff. Date of Policy  
10/12/2014

Eff. Date of Endorsement  
10/12/2014

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**COMMERCIAL INLAND MARINE COVERAGE FORM FOR PORTABLE ELECTRONIC COMMUNICATION EQUIPMENT**

**A. Paragraph 1. of Section E. Policy Conditions** is replaced with the following:

**1. Policy Cancellation**

**a.** You may end your authority to enroll customers by mailing or delivering to us advance written notice of such intent. Such action will not affect any protection for customers already enrolled.

**b.** “Enrolled customers” may cancel their protection at any time.

**c. Policies In Effect For Less Than 60 Days – Named Insured**

We may terminate your authority to enroll new customers by mailing or delivering to you written notice of cancellation, stating the reasons for cancellation, at least:

**(1)** 30 days before the effective date of cancellation if we cancel for nonpayment of premium or substantial increase in hazard;

**(2)** 60 days before the effective date of cancellation if we cancel for any other reason.

Such action will not affect any protection for customers already enrolled.

**d. Policies In Effect For 60 Days Or More – Named Insured**

If this policy has been in effect for 60 days or more, or this is a renewal of a policy we issued, we may terminate, with at least 60 days notice, your authority to enroll new customers 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.

Such action will not affect any protection for customers already enrolled.

**e. Policies In Effect For Less Than 60 Days – “Enrolled Customer”**

We may cancel the protection for a specific “enrolled customer” by mailing or delivering written notice of cancellation, stating the reasons for cancellation, to such customer at least:

**(1)** 30 days before the effective date of cancellation if we cancel for nonpayment of premium;

**(2)** 60 days before the effective date of cancellation if we cancel for any other reason.



You may cancel the protection for a specific “enrolled customer” by mailing or delivering written notice of cancellation, stating the reasons for cancellation, to such customer at least:

- (1) 30 days before the effective date of cancellation if you cancel for nonpayment of premium or substantial increase in hazard;
- (2) 60 days before the effective date of cancellation if you cancel for any other reason.

The party sending such notice has the responsibility of notifying the other that such notice has been sent.

**f. Policies In Effect For 60 Days Or More – “Enrolled Customer”**

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 the protection for a specific “enrolled customer” 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 with at least 15 days’ notice, or violation of any of the terms or conditions of the policy with at least 60 days’ notice; or
- (3) Substantial increase in hazard with at least 60 days’ notice; provided that cancellation for this reason shall be effective only after prior approval of the Commissioner.

If this policy has been in effect for 60 days or more, or this is a renewal of a policy we issued, you may cancel, with at least 60 days’ notice, the protection for a specific “enrolled customer” 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.

The party sending such notice has the responsibility of notifying the other that such notice has been sent.

**g. We will mail or physically deliver our notice to the Named Insured’s or “enrolled customer’s” last mailing address known to us. If notice is mailed, it will be by:**

- (1) Certified mail or Certificate of Mailing if cancellation is for nonpayment of premium; or
- (2) Certified mail if cancellation is for any other reason.

Proof that notice was mailed in accordance with **g.(1)** or **g.(2)** above will be sufficient proof of notice.

**h. Notice of cancellation will state the effective date of cancellation.**

If the protection for any specific “enrolled customer” is cancelled, we will send the Named Insured any premium paid in advance for months after the month of cancellation. The cancellation will be effective even if we have not made or offered a refund. It is the responsibility of the Named Insured to remit the proper proportion of any returned premium or premium received from “enrolled customers” but not sent to us to each “enrolled customer”.

**B. Paragraph 6. Concealment, Misrepresentation Or Fraud of Section E. Policy Conditions is replaced with the following:**

**6. Concealment, Misrepresentation Or Fraud**

We do not provide coverage to you or any “enrolled customer” if, at any time you or the “enrolled customer”:

1. Intentionally concealed or misrepresented a material fact;
2. Engaged in fraudulent conduct; or

3. Made a false statement;

relating to this insurance.

**C.** The following is added to Section **I. Our Rights And Responsibilities**:

All claims for covered "loss" will be made good within 5 working days after presentation and acceptance of satisfactory proof of interest and "loss" to our Authorized Representative and satisfaction by you of the **Claim Reporting Procedures, Duties And Responsibilities** in Section **J.** of the coverage form.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# New Jersey Changes



Master Policy No.	Eff. Date of Policy	Eff. Date of Endorsement
IM 5470997-00	10/12/2014	10/12/2014

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**COMMERCIAL INLAND MARINE COVERAGE FORM FOR PORTABLE ELECTRONIC COMMUNICATION EQUIPMENT**

**A. The following Exclusion is added to Section F. Exclusions:**

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. Paragraph 1. of Section G. Policy Conditions is replaced by the following:**

**1. POLICY CANCELLATION**

Pursuant to New Jersey law, this policy cannot be cancelled or nonrenewed for any underwriting reason or guideline which is arbitrary, capricious or unfairly discriminatory or without adequate prior notice to the insured. The underwriting reasons or guidelines that an insurer can use to cancel or nonrenew this policy are maintained by the insurer in writing and will be furnished to the insured and/or the insured's lawful representative upon written request. This provision shall not apply to any policy, which has been in effect for less than 60 days at the time notice of cancellation is mailed or delivered, unless the policy is a renewal policy.

The following cancellation provision applies to the policy unless a special state cancellation endorsement applies.

- a.** You may end your authority to enroll customers by mailing or delivering to us advance written notice of such intent.

If you end your authority to enroll customers, then you shall provide written notice to each "enrolled customer", advising them as to the termination of the policy and providing the date on which the same shall become effective. The written notice shall be delivered to each "enrolled customer" at least 30 days in advance of the date of termination.

- b.** "Enrolled customers" may cancel their protection at any time.
- c.** If we terminate your authority to enroll new customers or modify in any way the terms and conditions of the policy, we will provide you and the "enrolled customers" 30 days prior notice.
- (1)** If this policy has been in effect for less than 60 days, we may cancel this policy for any reason subject to the following:
- (a)** We may cancel this policy by mailing or delivering to you and any person entitled to notice under this policy written notice, of cancellation, at least:
- (i)** 10 days before the effective date of cancellation if we cancel for:
- (A)** Nonpayment of premium; or
- (B)** Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f) as follows:

- i. "The risk, danger or probability that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. Any change in the circumstances of an insured that will increase the probability of such a destruction may be considered a 'moral hazard'; and
  - ii. "The substantial risk, danger or probability that the character, circumstances or personal habits of the insured may increase the possibility of loss or liability for which an insurer will be held responsible. Any change in the character or circumstances of an individual, corporate, partnership or other insured that will increase the probability of such a loss or liability may be considered a 'moral hazard'".
- (ii) 30 days before the effective date of cancellation if we cancel for any other reason.
- (b) In the notice of cancellation which is sent to you, we will state the reason for cancellation.
- (2) 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 only for one or more of the following reasons:
  - (a) Nonpayment of premium;
  - (b) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f);
  - (c) Material misrepresentation or nondisclosure to us of a material fact at the time of acceptance of the risk;
  - (d) Increased hazard or material change in the risk assumed which we could not have reasonably contemplated at the time of assumption of the risk;
  - (e) Substantial breaches of contractual duties, conditions or warranties that materially affect the nature and/or insurability of the risk;
  - (f) Lack of cooperation from you on loss control matters materially affecting insurability of the risk;
  - (g) Fraudulent acts against us by you or your representative that materially affect the nature of the risk insured;
  - (h) Loss of or reduction in available insurance capacity;
  - (i) Material increase in exposure arising out of changes in statutory or case law subsequent to the issuance of the insurance contract or any subsequent renewal;
  - (j) Failure by you to provide reasonable and necessary underwriting information to us upon written request therefore and a reasonable opportunity to respond.
  - (k) Any other reasons in accordance with our underwriting guidelines for cancellation of commercial lines coverage.
- (3) If we cancel this policy based on Paragraph **c.(2)(a)** or **(b)**, we will mail or deliver a written notice, to you and any person entitled to notice under this policy, at least 10 days before the effective date of cancellation. If we cancel this policy for any other reason listed above, we will mail or deliver a written notice to you and any person entitled to notice under this policy, not more than 120 days nor less than 30 days before the effective date of such cancellation.
- (4) In the notice of cancellation which is sent to you, we will state the reason for cancellation. For cancellation due to the nonpayment of premium, the notice will state the effect of nonpayment by the due date. Cancellation for nonpayment of premium will not be effective if payment of the amount due is made before the effective date set forth in the notice.
- (5) Notice will be sent to the last mailing addresses known to us, by:
  - (a) Certified mail; or
  - (b) First class mail, if we have obtained from the post office a date stamped proof of mailing showing names and addresses.
- (6) We need not send notice of cancellation if you have:

- (a) Replaced coverage elsewhere; or
- (b) Specifically requested termination.

Such action will not affect any protection for customers already enrolled.

d. We or you may cancel the protection for a specific “enrolled customer”.

- (1) If this policy has been in effect for less than 60 days, we may cancel this policy for any reason subject to the following:
  - (a) We may cancel this policy by mailing or delivering to the “enrolled customer” and any person entitled to notice under this policy written notice, of cancellation, at least:
    - (i) 10 days before the effective date of cancellation if we cancel for:
      - (A) Nonpayment of premium; or
      - (B) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f) as follows:
        - i. "The risk, danger or probability that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. Any change in the circumstances of an insured that will increase the probability of such a destruction may be considered a 'moral hazard'"; and
        - ii. "The substantial risk, danger or probability that the character, circumstances or personal habits of the insured may increase the possibility of loss or liability for which an insurer will be held responsible. Any change in the character or circumstances of an individual, corporate, partnership or other insured that will increase the probability of such a loss or liability may be considered a 'moral hazard'".
    - (ii) 30 days before the effective date of cancellation if we cancel for any other reason.
  - (b) In the notice of cancellation which is sent to the “enrolled customer”, we will state the reason for cancellation.
- (2) 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 only for one or more of the following reasons:
  - (a) Nonpayment of premium;
  - (b) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f);
  - (c) Material misrepresentation or nondisclosure to us of a material fact at the time of acceptance of the risk;
  - (d) Increased hazard or material change in the risk assumed which we could not have reasonably contemplated at the time of assumption of the risk;
  - (e) Substantial breaches of contractual duties, conditions or warranties that materially affect the nature and/or insurability of the risk;
  - (f) Lack of cooperation from the “enrolled customer” on loss control matters materially affecting insurability of the risk;
  - (g) Fraudulent acts against us by the “enrolled customer” or its representative that materially affect the nature of the risk insured;
  - (h) Loss of or reduction in available insurance capacity;
  - (i) Material increase in exposure arising out of changes in statutory or case law subsequent to the issuance of the insurance contract or any subsequent renewal;
  - (j) Failure by the “enrolled customer” to provide reasonable and necessary underwriting information to us upon written request therefore and a reasonable opportunity to respond.

- (k) Any other reasons in accordance with our underwriting guidelines for cancellation of commercial lines coverage.
- (3) If we cancel this policy based on Paragraph **d.(2)(a)** or **(b)**, we will mail or deliver a written notice, to the “enrolled customer” and any person entitled to notice under this policy, at least 10 days before the effective date of cancellation. If we cancel this policy for any other reason listed above, we will mail or deliver a written notice to the “enrolled customer” and any person entitled to notice under this policy, not more than 120 days nor less than 30 days before the effective date of such cancellation.
- (4) In the notice of cancellation which is sent to the “enrolled customer”, we will state the reason for cancellation. For cancellation due to the nonpayment of premium, the notice will state the effect of nonpayment by the due date. Cancellation for nonpayment of premium will not be effective if payment of the amount due is made before the effective date set forth in the notice.
- (5) Notice will be sent to the last mailing addresses known to us, by:
  - (a) Certified mail; or
  - (b) First class mail, if we have obtained from the post office a date stamped proof of mailing showing names and addresses.
- (6) We need not send notice of cancellation if the “enrolled customer” has:
  - (a) Replaced coverage elsewhere; or
  - (b) Specifically requested termination.

The party sending such notice has the responsibility of notifying the other that such notice has been sent.

- e. Notice of cancellation will state the effective date of cancellation.

If the protection for any specific “enrolled customer” is cancelled, we will send the Named Insured any premium paid in advance for months after the month of cancellation. The cancellation will be effective even if we have not made or offered a refund. It is the responsibility of the Named Insured to remit the proper proportion of any returned premium or premium received from “enrolled customers” but not sent to us to each “enrolled customer”.

- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

**C. The following Condition is added to Section G. Policy Conditions:**

**NONRENEWAL**

- a. We may elect not to renew this policy for any reason permitted to cancel it. If we elect not to renew this policy, we will mail a notice of nonrenewal, stating the reasons for nonrenewal, to you at least 30 days but not more than 120 days before the expiration date of this policy. If this policy does not have a fixed expiration date, it shall be deemed to expire annually on the anniversary of its inception.
- b. This notice will be sent to you at the last mailing address known to us by:
  - (1) Certified mail; or
  - (2) First class mail, if we have obtained from the post office a date stamped proof of mailing showing your name and address.
- c. We need not mail or deliver this notice if you have:
  - (1) Replaced coverage elsewhere; or
  - (2) Specifically requested termination.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# New York Changes



Master Policy No.      Eff. Date of Policy      Eff. Date of Endorsement  
IM 5470997-00      10/12/2014      10/12/2014

## **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

### **COMMERCIAL INLAND MARINE COVERAGE FORM FOR PORTABLE ELECTRONIC COMMUNICATION EQUIPMENT**

**A. The following is added to Exclusion 12. Intentional “Loss” or Damage of Section F. Exclusion:**

1. We will not pay for “loss” or damage arising out of any act committed:
  - a. By or at the direction of you or the “enrolled customer”; and
  - b. With the intent to cause a “loss”.
2. However, this exclusion will not apply to deny coverage to an innocent co-insured or “enrolled customer” 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. above, our payment to the innocent insured or “enrolled customer” is limited to that person’s ownership interest in the property.

**B. Paragraph 1. of Section G. Policy Conditions is replaced by the following:**

#### **CANCELLATION**

- a. If we terminate your authority to enroll new customers or modify in any way the terms and conditions of the policy, we will provide you and the “enrolled customer” 60 days prior notice.
- b. You may end your authority to enroll customers by mailing or delivering to us advance written notice of such intent.

If you end your authority to enroll customers, then you shall provide written notice to each “enrolled customer”, advising them as to the termination of the policy and providing the effective date of termination. The written notice shall be mailed or delivered to each “enrolled customer” at least 30 days in advance of the date of termination.

- c. “Enrolled customers” may cancel their protection at any time.
- d. Notwithstanding paragraph a. above, we may terminate your authority to enroll new customers by providing you written notice of cancellation at least:
  - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - (2) 60 days before the effective date of cancellation if we cancel for any other reason.
- e. Notwithstanding paragraph a. above, we may cancel the protection for a specific “enrolled customer”:
  - (1) By providing written notice at least 15 days in advance for:
    - (a) Nonpayment of premium; or

(b) Discovery of fraud or material misrepresentation in obtaining coverage or when presenting a claim thereunder;

(2) Immediately and automatically when an “enrolled customer” ceases to have active communication service with the Wireless Service Provider.

- f. If the protection for any specific “enrolled customer” is cancelled, we will send the Named Insured any premium paid in advance for months after the month of cancellation. The cancellation will be effective even if we have not made or offered a refund. It is the responsibility of the Named Insured to remit the proper proportion of any returned premium or premium received from “enrolled customers” but not sent to us to each “enrolled customer”.
- g. Whenever notice is required pursuant to this section, it shall be in writing and mailed or delivered to you at your mailing address and to the “enrolled customers” last known mailing address.

Every notice of termination shall specify the reason or reasons for termination.

If notice is mailed, proof of mailing will be sufficient proof of notice.

- h. Notwithstanding paragraph g. above, we shall not be required to give notice of termination to the “enrolled customer” if we have been advised by either the Named Insured or another insurer that substantially similar coverage has been obtained from the other insurer without lapse of coverage.

You shall not be required to give notice of termination to an “enrolled customer” if substantially similar coverage has been obtained from another insurer without lapse of coverage.

C. Paragraph 6. **Concealment, Misrepresentation Or Fraud** of Section **G. Policy Conditions** is replaced with the following:

**Fraud**

We do not provide coverage for you or an “enrolled customer” if you or the “enrolled customer” have made fraudulent statements or engaged in fraudulent conduct in connection with any “loss” or damage for which coverage is sought under this policy.

D. The following provision is added to Section **G. Policy Conditions**:

**Liberalization**

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

E. The following is added to **Section J. Claim Reporting Procedures, Duties and Responsibilities**

Failure to give prompt notice to us or our Authorized Service Representative, as required under this Policy, shall not invalidate any claim made by the “enrolled customer” or any other claimant, unless the failure to provide such timely notice has prejudiced us. However, no claim made by the “enrolled customer” or any other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

All other terms, conditions, provisions and exclusions of this policy remain the same.





ZURICH®

# North Carolina Changes

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
IM 5470997-00	<b>10/12/2014</b>	<b>10/12/2016</b>	<b>10/12/2014</b>	<b>45-261-000</b>		

Named Insured/Mailing Address: Boost Mobile	Producer: eSecuritel Agency
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial Inland Marine Coverage Form For Portable Electronic Communication Equipment**

**A. Paragraph G.1. Policy Cancellation** is replaced with the following:

**Policy Cancellation**

- a. You may end your authority to enroll customers by mailing or delivering to us advance written notice of such intent. Such action will not affect any protection for customers already enrolled.
- b. "Enrolled customers" may cancel their protection at any time.
- c. **Policies In Effect Less Than 60 Days – Named Insured**

If this policy has been in effect for less than 60 days, we may terminate your authority to enroll new customers by mailing or delivering to the Named Insured 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.

Such action will not affect any protection for customers already enrolled.

- d. **Policies In Effect Less Than 60 Days – "Enrolled Customers"**

If this policy has been in effect for less than 60 days, we or you may cancel the protection for a specific "enrolled customer" by mailing or delivering to the specific "enrolled customer" 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.

The party sending such notice has the responsibility of notifying the other that such notice has been sent.

- e. **Policies In Effect More Than 60 Days – Named Insured**

If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may terminate your authority to enroll new customers 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 you or your 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 you or your representative that materially affects the insurability of the risk;
- (f)** Willful failure by you or your 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)** Your conviction 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.

Such action will not affect any protection for customers already enrolled.

**f. Policies In Effect More Than 60 Days – “Enrolled Customers”**

If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we or you may cancel the protection for a specific “enrolled customer” 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 specific “enrolled customer” or their 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 specific “enrolled customer” or their representative that materially affects the insurability of the risk;
- (f)** Willful failure by the specific “enrolled customer” or their 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) The specific “enrolled customer’s” conviction 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) The specific “enrolled customer” fails 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.

The party sending such notice has the responsibility of notifying the other that such notice has been sent.

g. We will mail or deliver our notice to the Named Insured’s last mailing address known to us 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.

h. Notice of cancellation will state the effective date of cancellation.

If the protection for any specific “enrolled customer” is cancelled, we will send the Named Insured any premium paid in advance for months after the month of cancellation. The cancellation will be effective even if we have not made or offered a refund. It is the responsibility of the Named Insured to remit the proper proportion of any returned premium or premium received from “enrolled customers” but not sent to us to each “enrolled customer”.

- i. Cancellation for nonpayment of premium will not become effective if the Named Insured pays the premium amount due before the effective date of cancellation.
- j. If notice is mailed, proof of mailing will be sufficient proof of notice.
- k. We may also cancel this policy for any reason not stated above provided we obtain the Named Insured’s prior written consent.

B. Paragraph **G.7. Legal Action Against Us** is replaced with the following:

**Legal Action Against Us**

No one may bring a legal action against us under this policy unless:

- a. There has been full compliance with all the terms of this policy; and
- b. The action is brought within 3 years after you first have knowledge of the direct loss or damage.

C. Section **G. Policy Conditions** is amended to include:

**1. Nonrenewal**

a. If we elect not to renew this policy, we will mail or deliver to the Named Insured shown in the Declarations written notice of nonrenewal at least 45 days prior to the:

- (1) Expiration of the policy if this policy has been written for one year or less; or
- (2) Anniversary date of the policy if this policy has been written for more than one year or for an indefinite term.

b. We need not mail or deliver the notice of nonrenewal if the Named Insured has:

- (1) Insured property covered under this policy, under any other insurance policy;
- (2) Accepted replacement coverage; or
- (3) Requested or agreed to nonrenewal of this policy.

c. If notice is mailed, proof of mailing will be sufficient proof of notice.

**2. Notices Of Cancellation And Nonrenewal**

The written notice of cancellation or nonrenewal will:

- a. Be mailed or delivered to the Named Insured and any designated mortgagee or loss payee at their addresses shown in the policy, or if not indicated in the policy, at their last known addresses; and
- b. State the reason or reasons for cancellation or nonrenewal.

**D. Section J. Claim Reporting Procedures, Duties, And Responsibilities** is amended to include:

**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:

- a. 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 Claim Reporting Procedures, Duties, And Responsibilities or in an endorsement attached to this policy) shall be extended by a time period not exceeding the earlier of:

- (1) The expiration of the disaster proclamation or declaration and all renewals of the proclamation; or
- (2) The expiration of the Insurance Commissioner's order declaring action for the specific disaster, as determined by the Insurance Commissioner.

- b. Except as otherwise provided in Paragraph a., 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 policy or an endorsement attached to this policy imposes a time limitation on you or us for a performance of:

- (1) A premium or debt payment; or
- (2) Any other duty or any act (including transmittal of information), and such performance would be required during the time period prior to the expiration of the Insurance Commissioner's order declaring action for the specific disaster, as determined by the Insurance Commissioner, your performance and our performance is subject to a deferral period of 30 days. The Commissioner of Insurance may extend such deferral period.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# North Dakota Changes



Master Policy No.	Eff. Date of Policy	Eff. Date of Endorsement
IM 5470997-00	10/12/2014	10/12/2014

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**COMMERCIAL INLAND MARINE COVERAGE FORM FOR PORTABLE ELECTRONIC COMMUNICATION EQUIPMENT**

Paragraph **3.** of Section **G. Policy Conditions** is replaced by the following:

**3. EXAMINATION OF NAMED INSURED'S BOOKS AND RECORDS**

- a.** Except as provided in **b.**, we may examine and audit the Named Insured's books and records as they relate to this policy at any time during the policy period and up to three years afterward.
- b.** Any audit conducted to determine the premium due or to be refunded must be completed within 180 days after:
  - (1)** The expiration date of the policy; or
  - (2)** The anniversary date, if this is a continuous policy or a policy written for a term longer than one year;Unless the Named Insured agrees in writing to extend the audit period.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# New Mexico Changes



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
IM 5470997-00	10/12/2014	10/12/2016	10/12/2014	45-261-000		

Named Insured/Mailing Address: Sprint Management Company	Producer: eSecuritel Agency
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial Inland Marine Coverage Form For Portable Electronic Communication Equipment**

**A. Section F. 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 or an "enrolled customer"; and
  - b. With the intent to cause a "loss".
2. However, this exclusion will not apply to deny coverage to an innocent co-insured or co-"enrolled customer" 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 policy and is proximately related to and in furtherance of domestic abuse.
3. If we honor a claim pursuant to Paragraph **A.2.** of this endorsement, our repair or replacement of the "covered equipment" to the "enrolled customer" is limited to the extent of that person's interest in the property.

**B. Paragraph 1. of Section G. Policy Conditions** is replaced by the following:

**1. Policy Cancellation**

- a. You may end your authority to enroll customers by mailing or delivering to us advance written notice of such intent. Such action will not affect any protection for customers already enrolled.

If you end your authority to enroll customers, then you shall provide written notice to each "enrolled customer", advising them as to the termination of the policy and providing the date on which the same shall become effective. The written notice shall be delivered to each "enrolled customer" at least 30 days in advance of the date of termination.

- b. "Enrolled customers" may cancel their protection at any time.

**c. Permissible Reasons And Notice Period – Named Insured**

- (1)** If this policy is in effect less than 60 days, we may terminate your authority to enroll new customers for any reason by mailing or delivering to the Named Insured and "enrolled customer" written notice of cancellation at least 30 days before the effective date of cancellation.

- (2) If this policy is in effect 60 days or more, we may terminate your authority to enroll new customers only for one or more of the following reasons:
  - (a) Nonpayment of premium.
  - (b) There has been a substantial change in the risk assumed by us since the policy was issued.
  - (c) 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.
  - (d) Willful and negligent acts or omission by the insured have substantially increased the hazards insured against.
  - (e) You presented a claim based on fraud or material misrepresentation.
- (3) If we terminate your authority to enroll new customers subject to **1.c.(2)** above, we will mail or deliver to the Named Insured written notice of cancellation at least:
  - (a) 10 days before the effective date of cancellation, for the reason set forth in **1.c.(2)(a)**.
  - (b) 30 days before the effective date of cancellation, for the reason set forth in **1.c.(2)(b)**.
  - (c) 15 days before the effective date of cancellation, for a reason set forth in **1.c.(2)(c)**, **1.c.(2)(d)** or **1.c.(2)(e)**.

The written notice will state the reason for cancellation.

- (4) Such action will not affect any protection for customers already enrolled.

**d. Permissible Reasons And Notice Period – “Enrolled Customer”**

- (1) If this policy is in effect less than 60 days, you or we may cancel the protection for a specific “enrolled customer” for any reason by mailing or delivering to such customer written notice of cancellation at least 30 days before the effective date of cancellation.
- (2) If this policy is in effect 60 days or more, we or you may cancel the protection for a specific “enrolled customer” only for one or more of the following reasons:
  - (a) Nonpayment of premium.
  - (b) There has been a substantial change in the risk assumed by us since the policy was issued.
  - (c) The coverage 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.
  - (d) Willful and negligent acts or omission by the “enrolled customer” have substantially increased the hazards insured against.
  - (e) The “enrolled customer” presented a claim based on fraud or material misrepresentation.
- (3) If we or you cancel the protection for a specific “enrolled customer” subject to **1.d.(2)** above, we or you will mail or deliver to such customer written notice of cancellation at least:
  - (a) 10 days before the effective date of cancellation, for the reason set forth in **1.d.(2)(a)**.
  - (b) 30 days before the effective date of cancellation, for the reason set forth in **1.d.(2)(b)**.
  - (c) 15 days before the effective date of cancellation, for a reason set forth in **1.d.(2)(c)**, **1.d.(2)(d)** or **1.d.(2)(e)**.

The written notice will state the reason for cancellation.

- (4) The party sending such notice has the responsibility of notifying the other that such notice has been sent.

**e. Notice of cancellation will state the effective date of cancellation.**

If the protection for any specific “enrolled customer” is cancelled, we will send the Named Insured any premium paid in advance for months after the month of cancellation. The cancellation will be effective even if we have not made or offered a refund. It is the responsibility of the Named Insured to remit the proper

proportion of any returned premium or premium received from “enrolled customers” but not sent to us to each “enrolled customer”.

- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

**C. Changes to Section G. Policy Conditions, 2. Changes**

The following is added:

If we change the terms and conditions of this policy, we shall provide the Named Insured with a revised policy or endorsement and each “enrolled customer” with a revised certificate, endorsement, or other evidence indicating the change in terms and conditions has occurred and a summary of material changes.

**D. Section J. Claim Reporting Procedures, Duties And Responsibilities is amended to include the following:**

**Property Claims Settlement in the Event of a Catastrophe**

1. The provisions of this endorsement apply to a claim for direct physical “loss” or damage to Covered Property, provided that:
  - a. The claim is for “loss” or damage that results from a catastrophe declared by the Superintendent of Insurance; and
  - b. The catastrophic event is a Covered Cause of Loss.
2. The following provisions, a. and b., are added to the policy and supersede any provisions to the contrary:
  - a. If the “enrolled customer” reported their claim to you or us:
    - (1) Before the catastrophe was declared, we will reach agreement with the “enrolled customer” on the amount of “loss” within 90 days after the date the catastrophe was declared;
    - (2) After the catastrophe was declared, we will reach agreement with the “enrolled customer” on the amount of “loss” within 90 days after the date on which the “enrolled customer” reported the claim.
  - b. However, the time periods specified in 2.a. above will be extended by the period of time taken to resolve the following situations:
    - (1) We suspect the claim is fraudulent and commence an investigation to make such a determination;
    - (2) The “enrolled customer” does not provide the necessary information regarding the nature of the claim, following our request for such information; or
    - (3) The “enrolled customer” filed suit against us in connection with the claim before expiration of the applicable 90-day period.
    - (4) All other provisions of this policy continue to apply in the event of a catastrophe, including the **Legal Action Against Us** condition.
    - (5) This endorsement does not invalidate our right to deny the “enrolled customer’s” claim, nor the right of either party to seek judgment in a court having jurisdiction.

**E. Section K. Definitions is modified by the addition of the following:**

“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.

All other terms, conditions, provisions and exclusions of this policy remain the same.



# Ohio Changes



Master Policy No.      Eff. Date of Policy      Eff. Date of Endorsement  
IM 5470997-00      10/12/2014      10/12/2014

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**COMMERCIAL INLAND MARINE COVERAGE FORM FOR PORTABLE ELECTRONIC COMMUNICATION EQUIPMENT**

**A. Paragraph 1. of Section G. Policy Conditions** is replaced by the following:

**1. POLICY CANCELLATION**

- a.** You may end your authority to enroll customers by mailing or delivering to us advance written notice of such intent. Such action will not affect any protection for customers already enrolled.
- b.** "Enrolled customers" may cancel their protection at any time. Upon cancellation, any applicable unearned premium shall be refunded.
- c.** We may terminate your authority to enroll new customers by mailing or delivering to you written notice at least:
  - (1)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
  - (2)** 60 days before the effective date of cancellation if we cancel for any other reason.Such action will not affect any protection for customers already enrolled.
- d.** We or you may cancel the protection for a specific "enrolled customer":
  - (1)** Upon 15 days prior notice for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim under this policy;
  - (2)** Immediately if cancellation is for any of the following reasons:
    - (a)** The "enrolled customer" fails to pay the required premium;
    - (b)** The "enrolled customer" ceases to have an active service plan, if applicable, with you;
    - (c)** The "enrolled customer" exhausts the number of times we will perform repairs and/or replacements specified in the Declarations or Certificate during the period of time specified on the Declarations or Certificate and we send notice of termination to the "enrolled customer" within 30 calendar days after exhaustion of the number of times specified in the Declarations or Certificate. However, if we do not send the notice within the 30 day time frame, the "enrolled customer's" coverage shall continue notwithstanding the number of times we will repair or replace specified in the Declarations or Certificate until notice of termination is sent to the "enrolled customer".The party sending such notice has the responsibility of notifying the other that such notice has been sent.
- e.** Notice of cancellation will state the effective date of cancellation.

If the protection for any specific "enrolled customer" is cancelled, we will send the Named Insured any unearned premium. The cancellation will be effective even if we have not made or offered a refund. It is the

responsibility of the Named Insured to remit the proper proportion of any returned premium or premium received from “enrolled customers” but not sent to us to each “enrolled customer”.

- f. Notice required pursuant to the **Cancellation** or **Changes** conditions shall be provided in writing, either via mail or by electronic means.
  - (1) If notice is provided via mail, it shall be mailed or delivered to the Named Insured at the Named Insured’s mailing address and to all affected “enrolled customers” at the last known mailing addresses of those customers on file with us. We or the Named Insured shall maintain proof of mailing in a form authorized or accepted by the United States postal service or other commercial mail delivery service.
  - (2) If notice is provided electronically, it shall be transmitted via facsimile or electronic mail to the Named Insured at the Named Insured’s facsimile number or electronic mail address and to all affected “enrolled customers” at the last known facsimile numbers or electronic mail addresses of those customers on file with us. We or you shall maintain proof that the notice was sent.

B. Paragraph 2. of Section G. **Policy Conditions** is replaced by the following:

## 2. **CHANGES**

This policy contains all the agreements between the Named Insured and us concerning the insurance afforded. The Named Insured is authorized to request changes to the terms of this policy on behalf of all “enrolled customers”, but such changes shall be effected only with our consent as expressed by an endorsement written by us and attached to the policy. If we change the terms and conditions, we shall promptly provide the Named Insured with a revised policy or endorsement. We shall provide all “enrolled customers” with a revised certificate, endorsement, updated brochure, or other evidence indicating that a change in the terms and conditions has occurred and a summary of material changes.

C. Section J. is replaced by the following:

## J. **CLAIM REPORTING PROCEDURES, DUTIES, AND RESPONSIBILITIES**

- 1. In the event that “covered equipment” is lost or stolen, the “enrolled customer” must first notify the Wireless Service Provider to suspend service before submitting the claim. Proof may be required.
- 2. For any “loss” involving a violation or alleged violation of law or any loss of possession, the law enforcement agency with jurisdiction must be notified and we must be provided confirmation of such notification.
- 3. Any “loss” should be reported to us promptly. We have no obligation to respond to “loss” not reported within 60 days if such delay prejudices our ability to handle the claim.

All claims must be submitted through our Authorized Service Representative for our approval prior to any action on that claim. Any claims that are not submitted through our Authorized Service Representative for our approval will not be fulfilled.

- 4. All equipment for which we issue replacement equipment becomes our property. If “covered equipment” is damaged or malfunctioning, the “enrolled customer” is required to return such equipment at our expense. Should the “enrolled customer” be unable or unwilling to return the damaged, malfunctioning, or recovered equipment for which a replacement was issued, a non–return fee equal to the amount shown in the Premium, Deductible and Non-Return Fee Schedule will be charged in addition to the Deductible.
- 5. If we request, you or your “enrolled customer” must provide us:
  - a. A detailed proof of loss statement;
  - b. Proof of ownership;
  - c. Proof of identity;
  - d. Proof of equipment usage;
  - e. Affidavit of “loss”;
  - f. Any other reasonably requested records and documents.

Any documentation we request must be provided within 60 days of such request.

6. We will give the “enrolled customer” notice, within 21 days after we receive a properly executed proof of loss, that we:
  - a. Accept their claim;
  - b. Deny their claim; or
  - c. Need more time to investigate their claim.

If we need more time to investigate the “enrolled customer’s” claim, we will provide an explanation for our need for more time. We will continue to notify the “enrolled customer” again in writing, at least every 45 days, of the status of the investigation and of the continued time needed for the investigation.

7. We have the right to inspect and examine equipment and records proving the “loss”.
8. Any person submitting a claim must allow us to question them under oath, at such times as may be reasonably required, about any matter relating to this insurance or that claim.

#### **9. COOPERATION**

The Named Insured and the “enrolled customer” must cooperate with us.

#### **10. TAKE POSSESSION**

The “enrolled customer” must take delivery of replacement equipment or obtain the authorized repair within 60 days of claim approval by us.

11. Provided the “enrolled customer” has complied with all the terms of this policy, we will pay for covered loss or damage within:
  - a. 10 days after we accept the “enrolled customer’s” 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. 5 days after we accept the “enrolled customer’s” 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 the “enrolled customer” on the amount of loss that was in dispute.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# Oklahoma Changes



Master Policy No.      Eff. Date of Policy      Eff. Date of Endorsement  
IM 5470997-00      10/12/2014      10/12/2014

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**COMMERCIAL INLAND MARINE COVERAGE FORM FOR PORTABLE ELECTRONIC COMMUNICATION EQUIPMENT**

A. The following statement is added to the policy:

**WARNING:**

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy, containing any false, incomplete or misleading information, is guilty of a felony.

B. Paragraph 1. **Policy Cancellation** in Section G. **Policy Conditions** is replaced by the following:

**POLICY CANCELLATION**

- a. If we terminate your authority to enroll new customers or modify in any way the terms and conditions of the policy, we will provide you and the “enrolled customer” 30 days prior notice.
- b. You may end your authority to enroll customers by mailing or delivering to us advance written notice of such intent.

If you end your authority to enroll customers, then you shall provide written notice to each “enrolled customer”, advising them as to the termination of the policy and providing the date on which the same shall become effective. The written notice shall be delivered to each “enrolled customer” at least 30 days in advance of the date of termination.

- c. “Enrolled customers” may cancel their protection at any time.
- d. Notwithstanding paragraph a. above, we may terminate your authority to enroll new customers by providing you written notice of cancellation at least:

- (1) 10 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.

After coverage has been in effect for more than 45 business days or after the effective date of a renewal of this policy, no notice of cancellation will be issued by us unless it is based on at least one 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 under it;
- (c) Discovery of willful or reckless acts or omissions by you that increase any hazard insured against;
- (d) The occurrence of a change in the risk that substantially increases any hazard insured against after insurance coverage has been issued or renewed;
- (e) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any covered property or its occupancy that substantially increases any hazard insured against;

- (f) A determination by the Insurance Commissioner that the continuation of the policy would place us in violation of the insurance laws of this state;
- (g) Your conviction of a crime having as one of its necessary elements an act increasing any hazard insured against; or
- (h) Loss of or substantial changes in applicable reinsurance.

Such action will not affect any protection for customers already enrolled.

- e. Notwithstanding paragraph a. above, we may cancel the protection for a specific “enrolled customer”:
  - (1) By providing written notice at least 15 days in advance for discovery of fraud or material misrepresentation in obtaining coverage or when presenting a claim thereunder;
  - (2) Immediately and automatically:
    - (a) For nonpayment of premium;
    - (b) When an “enrolled customer” ceases or cancels the active communication service with the Wireless Service Provider.
- f. If the protection for any specific “enrolled customer” is cancelled, we will send the Named Insured any premium paid in advance for months after the month of cancellation. The cancellation will be effective even if we have not made or offered a refund. It is the responsibility of the Named Insured to remit the proper proportion of any returned premium or premium received from “enrolled customers” but not sent to us to each “enrolled customer”.
- g. Whenever notice is required pursuant to this section, it shall be in writing and may be mailed or delivered to you at your mailing address and to the “enrolled customers” last known mailing addresses.

If notice is mailed, we shall maintain proof of mailing in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service.

Alternatively, we may comply with any notice required by this section by providing electronic notice to you or the affected “enrolled customers”, as the case may be, by electronic means. If notice is accomplished through electronic means we shall maintain proof that the notice was sent.

Any notice of cancellation or termination of authority will state the effective date of cancellation or termination.

- C. Paragraph 6. **Concealment, Misrepresentation Or Fraud** in Section G. **Policy Conditions** is replaced with the following:

**Concealment, Misrepresentation Or Fraud**

We do not provide coverage in any case of fraud by the “enrolled customer” as it relates to this policy at any time. We also do not provide coverage if an “enrolled customer”, at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This policy;
- b. The “covered equipment”;
- c. The “enrolled customer’s” interest in the “covered equipment”; or
- d. A claim under this policy.

All other terms and conditions of the policy remain the same.

# Oklahoma Changes – Effective and Expiration



Master Policy No.	Eff. Date of Policy	Eff. Date of Endorsement
IM 5470997-00	10/12/2014	10/12/2014

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**COMMERCIAL INLAND MARINE COVERAGE FORM FOR PORTABLE ELECTRONIC COMMUNICATION EQUIPMENT**

- A.** The following is added to the Effective Date on the Declarations and all Endorsements attached to the policy:  
Coverage will begin at 12:01 A.M. Standard Time on the effective date shown.
- B.** The following is added to the Declarations:  
This is a continuous policy and coverage will continue until cancelled.

All other terms and conditions of the policy remain the same.

# Oregon Changes



Master Policy No.      Eff. Date of Policy      Eff. Date of Endorsement  
IM 5470997-00      10/12/2014      10/12/2014

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**COMMERCIAL INLAND MARINE COVERAGE FORM FOR PORTABLE ELECTRONIC COMMUNICATION EQUIPMENT**

**A. Changes to Paragraph 1. Policy Cancellation in Section G. Policy Conditions:**

1. Paragraph **c.** is replaced with the following:

**c.** If this policy has been in effect for:

- (1) Fewer than 60 days and is not a renewal policy, we may terminate your authority to enroll new customers for any reason.
- (2) 60 days or more or is a renewal policy, we may terminate your authority to enroll new customers only for one or more of the following reasons:
  - (a) Nonpayment of premium;
  - (b) 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;
  - (c) 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;
  - (d) Failure to comply with reasonable loss control recommendations;
  - (e) Substantial breach of contractual duties, conditions or warranties;
  - (f) 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
  - (g) Loss or decrease in reinsurance covering the risk.
- (3) Cancellation will not be effective until at least:
  - (a) 10 days after you receive our notice, if we cancel for nonpayment of premium; or
  - (b) 30 days after you receive our notice, if we cancel for any other reason.

Such action will not affect any protection for customers already enrolled.

2. Paragraph **d.** is replaced with the following:

**d.** If this policy has been in effect for:

- (1) Fewer than 60 days and is not a renewal policy, we may cancel the protection for a specific "enrolled customer" for any reason.
- (2) 60 days or more or is a renewal policy, we may cancel the protection for a specific "enrolled customer" for one or more of the following reasons:

- (a) Nonpayment of premium;
  - (b) Fraud or material misrepresentation made by the “enrolled customer” or with their knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
  - (c) 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;
  - (d) Failure to comply with reasonable loss control recommendations;
  - (e) Substantial breach of contractual duties, conditions or warranties;
  - (f) 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
  - (g) Loss or decrease in reinsurance covering the risk.
- (3) Cancellation will not be effective until at least:
- (a) 10 days after the “enrolled customer” receives the notice, if we or you cancel for nonpayment of premium; or
  - (b) 30 days after the “enrolled customer” receive the notice, if we or you cancel for any other reason.

The party sending such notice has the responsibility of notifying the other that such notice has been sent.

3. Paragraph **e.** is replaced with the following:

Will mail or deliver our notice to the Named Insured’s last mailing address known to us, stating the reason for terminating your authority to enroll new customers.

4. Paragraph **g.** is replaced with the following:

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.

**B.** Paragraph **6. Concealment, Misrepresentation Or Fraud** of Section **G. POLICY CONDITIONS** is replaced with the following:

**Concealment, Misrepresentation Or Fraud**

- a. Subject to Paragraphs **b.** and **c.** below, this policy will be void with respect to any “enrolled customer” if, whether before or after a “loss”, the “enrolled customer” has willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject of it, or their interest in it, or in case of any fraud or false swearing by them relating to it.
- b. All statements made by the “enrolled customer” or on their 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 policy unless:
  - (1) The statements are contained in a written application; and
  - (2) A copy of the application is endorsed upon or attached to this policy when issued.
- c. In order to use any representation made by the “enrolled customer” or on their behalf in defense of a claim under the policy, we must show that the representations are material and that we relied on them.

**C.** Paragraph **J.3. Claim Reporting Procedures, Duties and Responsibilities** is replaced by the following:

- 3. Any “loss” should be reported to us promptly. Proof of loss may be required. If required, an “enrolled customer” will have 90 days to furnish proof of loss.

We have no obligation to respond to “loss” not reported within 60 days if such delay prejudices our ability to handle the claim.



All claims must be submitted through our Authorized Service Representative for our approval prior to any action on that claim. Any claims that are not submitted through our Authorized Service Representative for our approval will not be fulfilled.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# Pennsylvania Changes



Master Policy No.	Eff. Date of Policy	Eff. Date of Endorsement
IM 5470997-00	10/12/2014	10/12/2014

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

### **Commercial Inland Marine Coverage Form For Portable Electronic Communication Equipment**

A. Paragraph 1. of Section G. **Policy Conditions** is replaced by the following:

#### **1. POLICY CANCELLATION**

a. You may cancel this policy by writing or giving notice of cancellation at least 30 days before the effective date of cancellation.

(1) You may end your authority to enroll customers by writing or giving notice of such intent. Such action will not affect any protection for customers already enrolled.

b. "Enrolled customers" may cancel their protection at any time.

#### **c. Termination of Authority to Enroll New Customers - Policies In Effect For Less Than 60 Days**

We may terminate your authority to enroll new customers by mailing or delivering to you written notice at least 60 days before the effective date of cancellation.

Such action will not affect any protection for customers already enrolled.

#### **d. Termination of Authority to Enroll New Customers - Policies In Effect For 60 Days Or More**

If this policy has been in effect for 60 days or more, we may terminate your authority to enroll new customers only for one or more of the following reasons:

(1) 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.

(2) 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 30 days before the effective date of cancellation.

(3) 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.

(4) 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.

(5) 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.

(6) 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 by us with 15 days' notice 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.

Such action will not affect any protection for customers already enrolled.

**e. Cancellation Of Protection For a Specific "Enrolled Customer" - Policies In Effect For Less Than 60 Days**

We or you may cancel the protection for a specific "enrolled customer" by mailing or delivering written notice to such customer at least 60 days before the effective date of cancellation.

The party sending such notice has the responsibility of notifying the other that such notice has been sent.

**f. Cancellation Of Protection For a Specific "Enrolled Customer" - Policies In Effect For 60 Days Or More**

If this policy has been in effect for 60 days or more, we or you may cancel the protection for a specific "enrolled customer" only for one or more of the following reasons:

- (1) The "enrolled customer" has 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 if we cancel or at least 30 days before the effective date of cancellation if you cancel.
- (2) The "enrolled customer" has 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 30 days before the effective date of cancellation.
- (3) 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.
- (4) 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.
- (5) 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.
- (6) 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 by us with 15 days' notice 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.

The party sending such notice has the responsibility of notifying the other that such notice has been sent.

- g.** 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.
- h.** Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- i.** 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.
- j.** If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

**B. The following is added to Paragraph 2. Changes of Section G. Policy Conditions:**

If we change the terms and conditions of this policy, we shall provide the Named Insured with a revised policy or endorsement and each "enrolled customer" with a revised certificate, endorsement, or other evidence indicating the change in terms and conditions has occurred and a summary of material changes.

C. Paragraph 5. of Section G. **Policy Conditions** is replaced by the following:

**5. TRANSFER OF NAMED INSURED’S 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 “enrolled customer”.

If an “enrolled customer” dies, their rights and duties will be transferred to their legal representative but only while acting within the scope of duties as their legal representative. Until the “enrolled customer’s” legal representative is appointed, anyone having proper temporary custody of the “enrolled customer’s” property will have the “enrolled customer’s” rights and duties but only with respect to that property.

If the “enrolled customer” dies, their coverage will remain in effect as provided in **a.** or **b.**, whichever is later:

- a.** For 180 days after the “enrolled customer’s” death regardless of the policy period shown in the Declarations, unless the insured property is sold prior to that date; or
- b.** 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 the “enrolled customer’s” 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.

D. The following Conditions are added to Section G. **Policy Conditions**:

**NONRENEWAL**

If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the Named Insured at least 60 days before the expiration date of the policy.

**INCREASE OF PREMIUM**

If we increase your renewal premium, we will mail or deliver to the Named Insured written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

E. The following is added to Section J. **Claim Reporting Procedures, Duties, And Responsibilities**:

**NOTICE OF ACCEPTANCE OR DENIAL OF CLAIM**

- a.** Except as provided in **c.**, we will give the “enrolled customer” notice, within 15 working days after we receive a properly executed proof of loss, that we:

- (1) Accept their claim;
- (2) Deny their claim; or
- (3) Need more time to determine whether their claim should be accepted or denied.

If we deny the “enrolled customer’s” 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 the “enrolled customer’s” claim should be accepted or denied, the written notice will state the reason why more time is required.

- b.** If we have not completed our investigation, we will notify the “enrolled customer” again in writing, within 30 days after the date of the initial notice as provided in **a.**, and thereafter every 45 days. The written notice will state why more time is needed to investigate the “enrolled customer’s” claim and when they may expect us to reach a decision on their claim.
- c.** The notice procedures in **a.** and **b.** do not apply if we have a reasonable basis, supported by specific information, to suspect that an “enrolled customer” has fraudulently caused or contributed to the loss by arson or other illegal activity. Under such circumstances, we will notify the “enrolled customer” of the disposition of their claim within a

period of time reasonable to allow full investigation of the claim, after we receive a properly executed proof of loss.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# Puerto Rico Changes



Master Policy No.	Eff. Date of Policy	Eff. Date of Endorsement
IM 5470997-00	10/12/2014	10/12/2014

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**COMMERCIAL INLAND MARINE COVERAGE FORM FOR PORTABLE ELECTRONIC COMMUNICATION EQUIPMENT**

**A. Paragraph 1. Policy Cancellation** in Section **G. Policy Conditions** is replaced with the following:

The following cancellation provision applies to the policy unless a special state cancellation endorsement applies.

**a.** You may end your authority to enroll customers by mailing or delivering to us advance written notice of such intent.

If you end your authority to enroll customers, then you shall remit or deliver a written notice to each “enrolled customer”, advising them as to the termination of the policy and providing the date on which the same shall become effective. The written notice shall be remitted or delivered to each “enrolled customer” at least 30 days in advance of the date of termination.

**b.** “Enrolled customers” may cancel their protection at any time.

The “enrolled customer” shall be entitled to terminate the policy within a term of 30 days of having acquired the same and to a refund of the premium, provided they have made no claims during said period.

**c. Notice of Termination of Coverage**

**(1)** If we terminate your authority to enroll new customers or modify in any way the terms and conditions of the policy, we will provide you prior notice.

**(2)** If we terminate your authority to enroll new customers or modify in any way the terms and conditions of the policy, we will provide the “enrolled customer” prior notice.

The notice required by subparagraphs **(1)** and **(2)** above, will be made in writing and given at least 60 days in advance of the termination or modification of the terms and conditions of the policy.

**d.** We may terminate your authority to enroll new customers by mailing or delivering to you written notice at least 15 days in advance, on the following grounds:

**(1)** Default in the payment of the premium; or

**(2)** Having incurred fraud or misrepresentation of material information when applying for and obtaining coverage or when presenting a claim thereunder.

**e.** We may cancel the protection for a specific “enrolled customer”:

**(1)** By mailing or delivering to them written notice at least 15 days in advance, on the following grounds:

**(a)** Default in the payment of the premium; or

**(b)** Having incurred fraud or misrepresentation of material information when applying for and obtaining coverage or when presenting a claim thereunder.

(2) Immediately and automatically when an “enrolled customer” ceases or cancels the active communication service with the Wireless Service Provider.

- f. We will mail or deliver our notice to the Named Insured’s last mailing address known to us.
- g. Notice of cancellation will state the effective date of cancellation.

If the protection for any specific “enrolled customer” is cancelled, we will send the Named Insured any premium paid in advance for months after the month of cancellation. The cancellation will be effective even if we have not made or offered a refund. It is the responsibility of the Named Insured to remit the proper proportion of any returned premium or premium received from “enrolled customers” but not sent to us to each “enrolled customer”.

- h. If notice is mailed, proof of mailing will be sufficient proof of notice.

**B. Paragraph 4. Premiums of Section G. Policy Conditions is amended to include the following:**

**e. Policy Premium Paid in Full By You**

If the premium for this policy is to be paid by you in its entirety and is not subject to any form of financing as contemplated by this endorsement, insurance coverage will be afforded only if the total premium is paid in full to, and received by, us or our authorized representative on or before the effective date shown on the Declarations of this policy. Otherwise, the policy will be effective on the date the total premium is paid in full to, and received by, us or our authorized representative, and we will proceed as indicated in Paragraph 4. below of this endorsement.

**f. Endorsement Premium**

Endorsements issued after the inception date of this policy, affording additional insurance and which result in an additional premium, shall not be effective until the total additional premium due thereon is paid in full to, and received by, us or our authorized representative. This procedure will be followed if the premium for this policy has been paid in full by you or has been financed by the bank or financing institution. If the premium for this policy is subject to a deferred payment plan the aforesaid endorsement shall not be effective until a down payment of the additional premium in accordance with such plan is paid to, and received by, us or our authorized representative, and accordingly subsequent payments of the plan are amended to include the unpaid portion of the additional premium for the endorsement.

**g. Premium Corrections**

Any additional premium due resulting from changes in rates, classifications, premium bases, or any other adjustments (as determined by us or the proper rating organization), shall be paid in full within 30 days from the date of billing of the corrective endorsement. If the payment corresponding to this policy is subject to a deferred payment plan or a premium financing contract, a down payment of the additional premium in accordance with such plan or financing contract shall be paid to, and received by, us or our authorized representative within that same 30 day period and accordingly subsequent payments of the plan will be amended to include the unpaid portion of the additional premium for the endorsement. Otherwise, we shall mail to you a notice of cancellation in accordance with the cancellation clause of this policy using the sum of the original premium plus the premium of the corrective endorsement as the basis for the calculation of the amount of premium return due to you, if any.

**h. Late Payments**

If payment is received after the specified due date, we will proceed as follows:

(1) For new policies (Paragraph e. above) we will issue a change of effective date of coverage notice stating:

- (a) That the insurance afforded under the policy is effective as of the date of receipt of the applicable premium payment,
- (b) The resulting amended inception and expiration dates of the policy, which will be postponed by the same number of days that coverage was not afforded due to the late receipt of the premium payment, and
- (c) The corresponding period of time during which coverage is not afforded under the policy.

(2) For premium correction endorsements (Paragraph g. above) we will issue, subject to the applicable regulations, a limited reinstatement notice stating:

- (a) That the insurance afforded by the policy will be reinstated as of the date of receipt of the applicable additional premium payment,
- (b) The period for which coverage is not afforded, and
- (c) The amount of premium return due to you, if any.

**C. The following provisions are added to Section G. Policy Conditions:**

**1. Definition Of Authorized Representative**

Authorized representative for the purpose of this endorsement means a general agent, an authorized policy writing agent, or a person duly authorized in writing by us for premium collection purposes.

- 2. This mandatory endorsement supersedes any other conditions to this effect in the policy to which it is attached.

All other terms, conditions, provisions and exclusions of this policy remain the same.



# Rhode Island Changes



Master Policy No.	Eff. Date of Policy	Eff. Date of Endorsement
IM 5470997-00	10/12/2014	10/12/2014

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**COMMERCIAL INLAND MARINE COVERAGE FORM FOR PORTABLE ELECTRONIC COMMUNICATION EQUIPMENT**

**A.** Paragraph 1. of Section **G. Policy Conditions** is replaced by the following:

**1. POLICY CANCELLATION**

The following cancellation provision applies to the policy unless a special state cancellation endorsement applies.

- a.** You may end your authority to enroll customers by giving, mailing or delivering to us advance written notice of such intent. Such action will not affect any protection for customers already enrolled.
- b.** "Enrolled customers" may cancel their protection at any time.
- c.** We may terminate your authority to enroll new customers by giving, mailing or delivering to you written notice at least:

- (1)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2)** 30 days before the effective date of cancellation if we cancel for any other reason.

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:

- (a)** Nonpayment of premium;
- (b)** 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;
- (c)** Activities or omissions on your part which increase any hazard insured against, including a failure to comply with loss control recommendations;
- (d)** Change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including but not limited to an increase in exposure due to regulation, legislation, or court decision;
- (e)** Loss or decrease of our reinsurance covering all or part of the risk or exposure covered by the policy;
- (f)** Determination by the Commissioner of Insurance that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of this state;
- (g)** Owner or occupant incendiarism;
- (h)** Violation or breach by you of any policy terms or conditions;
- (i)** Constructive or actual total loss of the "covered equipment"; or
- (j)** Such other reasons as may be approved by the Commissioner of Insurance.

Such action will not affect any protection for customers already enrolled.

- d.** We or you may cancel the protection for a specific "enrolled customer" by mailing or delivering written notice to such customer at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

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:

- (a) Nonpayment of premium;
- (b) Fraud or material misrepresentation made by the “enrolled customer” or with the “enrolled customer’s” knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
- (c) Activities or omissions on the “enrolled customer’s” part which increase any hazard insured against, including a failure to comply with loss control recommendations;
- (d) Change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including but not limited to an increase in exposure due to regulation, legislation, or court decision;
- (e) Loss or decrease of our reinsurance covering all or part of the risk or exposure covered by the policy;
- (f) Determination by the Commissioner of Insurance that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of this state;
- (g) Owner or occupant incendiarism;
- (h) Violation or breach by the “enrolled customer” of any policy terms or conditions;
- (i) Constructive or actual total loss of the “covered equipment”; or
- (j) Such other reasons as may be approved by the Commissioner of Insurance.

The party sending such notice has the responsibility of notifying the other that such notice has been sent.

- e. We will give, mail or deliver written notice to the Named Insured’s last mailing address known to us.
- f. Notice of cancellation will state the effective date of cancellation.

If the protection for any specific “enrolled customer” is cancelled, we will send the Named Insured any premium paid in advance for months after the month of cancellation. The cancellation will be effective even if we have not made or offered a refund. It is the responsibility of the Named Insured to remit the proper proportion of any returned premium or premium received from “enrolled customers” but not sent to us to each “enrolled customer”.

- g. Proof of giving, mailing or delivering notice of cancellation will be sufficient proof of notice.

**B. The following Conditions are added to Section G. Policy Conditions:**

**Nonrenewal**

- a. If we elect not to renew this policy, we will give, mail or deliver to the Named Insured written notice of nonrenewal at least 60 days before:
  - (1) The expiration date of the policy; or
  - (2) An anniversary date of the policy, if the policy is written for a term longer than one year or with no fixed expiration date.
- b. However, we need not give, mail or deliver this notice if:
  - (1) We have offered to issue a renewal policy; or
  - (2) The Named Insured has obtained, or has agreed in writing to obtain, replacement coverage.

If notice of nonrenewal is mailed to the Named Insured, we shall forward the notice of nonrenewal to the last known address of the Named Insured by first class mail and maintain proof of mailing by the United States Postal Service certificate of mailing. This proof of mailing will be sufficient proof of notice.

**Conditional Renewal**

- a.** If we renew this policy subject to: (i) an increase in premium in excess of ten percent (10%); (ii) an increase in the Deductible; or (iii) a reduction in Limits of Liability, we shall mail written notice of the change(s) to the first Named Insured and agent, if any, at least sixty (60) days prior to the expiration of the policy. However, this notice may not be provided if the premium changes are the result of an audit or an increase in exposure requested by the first Named Insured, or if the coverage changes are at the request of the first Named Insured.
- b.** If we fail to provide notice sixty (60) days prior to the anniversary or expiration date of this policy, the following procedures apply:
  - (1)** The policy will remain in effect until the earlier of sixty (60) days after the date of mailing or delivery of the notice or the effective date of replacement coverage obtained by first Named Insured.
  - (2)** If the first Named Insured elects not to renew, any earned premium for the period of extension of the terminated policy will be calculated pro rata at the lower of the rates applicable to the terminated policy or the rates presently in effect.
  - (3)** If the first Named Insured accepts the renewal, the premium increase, if any, and other changes are effective the day following this policy's anniversary or expiration date.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# South Carolina Changes



Master Policy No.      Eff. Date of Policy      Eff. Date of Endorsement  
IM 5470997-00      10/12/2014      10/12/2014

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**COMMERCIAL INLAND MARINE COVERAGE FORM FOR PORTABLE ELECTRONIC COMMUNICATION EQUIPMENT**

**A.** The following changes are made to Paragraph 1. **Policy Cancellation** in Section **E. Policy Conditions**:

1. Paragraph **c.** is replaced with the following:

**c.** We may terminate your authority to enroll new customers by mailing or delivering to you and the agent, if any, written notice of cancellation at least:

(1) 10 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.

Such action will not affect any protection for customers already enrolled.

2. Paragraph **d.** is replaced with the following:

**d.** We or you may cancel the protection for a specific "enrolled customer" by mailing or delivering to the customer written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we or you cancel for nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we or you cancel for any other reason.

The party sending such notice has the responsibility of notifying the other that such notice has been sent.

3. Paragraph **e.** is replaced with the following:

We will mail or deliver our notice to the Named Insured's and, if applicable, the agent's last known addresses.

4. The following provision is added:

**Cancellation Of Policies In Effect For 120 Days Or More**

If this policy has been in effect for 120 days or more, or is a renewal or continuation of a policy we issued;

**a.** We may terminate your authority to enroll new customers; and

**b.** We or you may cancel the protection for a specific "enrolled customer";

only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Material misrepresentation of fact which, if known to us, would have caused us not to issue the policy;

(3) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the policy;

(4) Substantial breaches of contractual duties, conditions or warranties; or

- (5) Loss of our reinsurance covering all or a significant portion of the particular policy insured, or where continuation of the policy would imperil our solvency or place us in violation of the insurance laws of South Carolina.

Prior to cancellation for reasons permitted in this Item (5), we will notify the Commissioner, in writing, at least 60 days prior to such cancellation and the Commissioner will, within 30 days of such notification, approve or disapprove such action.

Any notice of cancellation will state the precise reason for cancellation.

**B. The following provisions are added to Section E. Policy Conditions:**

This policy is written for a term of more than one year or for an indefinite term. We may nonrenew the policy at its anniversary date by giving or mailing written notice of nonrenewal to the Named Insured and the agent of record, if any, not less than 60 days prior to the anniversary date of the policy for any nonrenewal that is effective between November first and May thirty-first and not less than 90 days prior to the anniversary date of the policy for any nonrenewal that is effective between June first and October thirty-first.

The notice required by this section must be given or mailed to the Named Insured and the agent at their addresses shown in the policy or, if not reflected therein, at their last known addresses. Proof of mailing is sufficient proof of notice.

Any notice of nonrenewal shall state the precise reason for nonrenewal.

**C. Paragraph 7. Legal Action Against Us in Section E. Policy Conditions is replaced by the following:**

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.

# South Dakota Changes



Master Policy No.	Eff. Date of Policy	Eff. Date of Endorsement
IM 5470997-00	10/12/2014	10/12/2014

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

### COMMERCIAL INLAND MARINE COVERAGE FORM FOR PORTABLE ELECTRONIC COMMUNICATION EQUIPMENT

A. Paragraph 1. of Section G. Policy Conditions is replaced by the following:

#### 1. POLICY CANCELLATION

The following cancellation provision applies to the policy unless a special state cancellation endorsement applies.

- a. You may end your authority to enroll customers by mailing or delivering to us advance written notice of such intent. You shall mail or deliver a written notice to each "enrolled customer" advising the "enrolled customer" of the termination of the policy and the effective date of termination. The written notice shall be mailed or delivered to the "enrolled customer" at least 30 days before the termination. Such action will not affect any protection for customers already enrolled.
- b. "Enrolled customers" may cancel their protection at any time.
- c. We may terminate your authority to enroll new customers by mailing or delivering to you written notice at least 20 days before the effective date of cancellation if we cancel for any reason.

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 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;
- (6) Your violation or breach of any policy terms or conditions; or
- (7) Such other reasons as are approved by the director of insurance.

Such action will not affect any protection for customers already enrolled.

- d. We or you may cancel the protection for a specific "enrolled customer" by mailing or delivering written notice to such customer at least 20 days before the effective date of cancellation if we cancel for any reason.

We or you may cancel the protection for a specific “enrolled customer” immediately if:

- (1) The “enrolled customer” ceases to have an active service with the Named Insured; or
- (2) If an “enrolled customer” exhausts the number of times we will perform repairs and/or replacements under the terms of this policy and we send notice of termination to the “enrolled customer” within 30 calendar days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue notwithstanding the aggregate limit of liability until we send notice of termination to the “enrolled customer”.

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 “enrolled customer” 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 “enrolled customer” 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 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;
- (6) The “enrolled customer’s” violation or breach of any policy terms or conditions; or
- (7) Such other reasons as are approved by the director of insurance.

The party sending such notice has the responsibility of notifying the other that such notice has been sent.

- e. We will mail or deliver our notice to the Named Insured’s last mailing address known to us.
- f. Notice of cancellation will state the effective date of cancellation.

If the protection for any specific “enrolled customer” is cancelled, we will send the Named Insured any premium paid in advance for months after the month of cancellation. The cancellation will be effective even if we have not made or offered a refund. It is the responsibility of the Named Insured to remit the proper proportion of any returned premium or premium received from “enrolled customers” but not sent to us to each “enrolled customer”.

- g. If notice is mailed, proof of mailing will be sufficient proof of notice.

**B.** Paragraph 2. of Section **G. Policy Conditions** is replaced by the following:

## **2. CHANGES**

This policy contains all the agreements between the Named Insured and us concerning the insurance afforded. The Named Insured is authorized to request changes to the terms of this policy on behalf of all “enrolled customers”, but such changes shall be effected only with our consent as expressed by an endorsement written by us, attached to this policy and a summary of material changes provided with at least 20 days’ notice.

Notices and correspondence may be sent either by mail or by electronic means. If the notice or correspondence is mailed, it shall be sent to the Named Insured at the Named Insured’s mailing address specified for that purpose and to the affected “enrolled customer’s” last known mailing addresses on file with us. Either us or the Named Insured shall maintain proof of mailing in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service.

If the notice or correspondence is sent by electronic means, it shall be sent to the Named Insured at the Named Insured’s electronic mail address specified for that purpose and to the affected “enrolled customer’s” last known electronic mail address as provided by each “enrolled customer” to us or the Named Insured. An “enrolled customer’s” provision of an electronic mail address to us or the Named Insured is deemed consent to receive notices and correspondence by electronic means as long as a disclosure is provided to the “enrolled customer” at

the time the electronic mail address is provided indicating the same. We or the Named Insured shall maintain proof that the notice or correspondence was sent. Notice or correspondence may be sent on behalf of us or the Named Insured, by the supervising entity appointed by us.

It is the responsibility of the Named Insured to notify all other "enrolled customers" of such change; however, the failure of the Named Insured to do so will not invalidate the change. Notice of such change to the Named Insured shall be considered notice to all "enrolled customers".

**C.** Paragraph 7. of Section **G. Policy Conditions** is replaced by the following:

**7. LEGAL ACTION AGAINST US**

No one may bring a legal action against us under this Coverage Form unless the action is brought within six years after you first have knowledge of the direct loss or damage.

**D.** The following Condition is added to Section **G. Policy Conditions**:

**NONRENEWAL**

- a.** If we decide not to renew this policy, we will mail or deliver to the Named Insured written notice of nonrenewal at least 60 days before:
  - (1)** The expiration date; or
  - (2)** The anniversary date if this is a continuous policy.
- b.** Any notice of nonrenewal will be mailed or delivered to the Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

All other terms, conditions, provisions and exclusions of this policy remain the same.



# Tennessee Changes



Master Policy No.	Eff. Date of Policy	Eff. Date of Endorsement
IM 5470997-00	10/12/2014	10/12/2014

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

### COMMERCIAL INLAND MARINE COVERAGE FORM FOR PORTABLE ELECTRONIC COMMUNICATION EQUIPMENT

A. Paragraph 1. of Section G. **Policy Conditions** is replaced by the following:

#### 1. POLICY CANCELLATION

- a. You may end your authority to enroll customers by mailing or delivering to us advance written notice of such intent. Such action will not affect any protection for customers already enrolled.
- b. "Enrolled customers" may cancel their protection at any time.
- c. We may terminate your authority to enroll new customers by mailing or delivering to you written notice at least:
  - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
  - (2) 60 days before the effective date of cancellation if we cancel for any other reason.Such action will not affect any protection for customers already enrolled.
- d. We or you may cancel the protection for a specific "enrolled customer":
  - (1) Upon 15 days prior notice for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim under this policy;
  - (2) Immediately if cancellation is for any of the following reasons:
    - (a) The "enrolled customer" fails to pay the required premium;
    - (b) The "enrolled customer" ceases to have active service with you;
    - (c) The "enrolled customer" exhausts the number of times we will perform repairs and/or replacements specified in the Declarations or Certificate during the period of time specified on the Declarations or Certificate and we send notice of termination to the "enrolled customer" within 30 calendar days after exhaustion of the number of times specified in the Declarations or Certificate. However, if notice is not timely sent, the "enrolled customer's" coverage shall continue notwithstanding the number of times we will repair or replace specified in the Declarations or Certificate until notice of termination is sent to the "enrolled customer".

The party sending such notice has the responsibility of notifying the other that such notice has been sent.

- e. Notice of cancellation will state the effective date of cancellation.

If the protection for any specific "enrolled customer" is cancelled, we will send the Named Insured any premium paid in advance for months after the month of cancellation. The cancellation will be effective even if we have not made or offered a refund. It is the responsibility of the Named Insured to remit the proper

proportion of any returned premium or premium received from “enrolled customers” but not sent to us to each “enrolled customer”.

- f. Notice required pursuant to this cancellation condition shall be provided in writing and may be mailed or delivered to the affected parties’ last known mailing addresses on file.
  - (1) If notice is mailed pursuant to this section, then we or you, as the case may be, shall maintain proof of mailing in a form authorized or accepted by the United States postal service or other commercial mail delivery service.
  - (2) We or you may comply with any notice required by this section by providing electronic notice to affected parties by electronic means. If notice is accomplished through electronic means we or you, as the case may be, shall maintain proof that the notice was sent.

**B.** Paragraph **2.** of Section **G. Policy Conditions** is replaced by the following:

**2. CHANGES**

This policy contains all the agreements between the Named Insured and us concerning the insurance afforded. The Named Insured is authorized to request changes to the terms of this policy on behalf of all “enrolled customers”, but such changes shall be effected only with our consent as expressed by an endorsement written by us and attached to the policy. The Named Insured must provide “enrolled customers” with at least 30 days’ notice prior to any changes to the terms and conditions of the policy. If we change the terms and conditions, we shall promptly provide the Named Insured with a revised policy or endorsement. It is the responsibility of the Named Insured to provide all “enrolled customers” with a revised certificate, endorsement, updated brochure, or other evidence indicating a change in the terms and conditions has occurred and a summary of material changes. However, the failure of the Named Insured to do so will not invalidate the change.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# Texas Changes



Master Policy No.	Eff. Date of Policy	Eff. Date of Endorsement
IM 5470997-00	10/12/2014	10/12/2014

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

### COMMERCIAL INLAND MARINE COVERAGE FORM FOR PORTABLE ELECTRONIC COMMUNICAITON EQUIPMENT

**A. The following is added Paragraph 1. Policy Cancellation of Section G. Policy Conditions:**

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. Paragraph 7. of Section G. Policy Conditions is replaced by the following:**

#### 7. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this policy unless:

- a. There has been full compliance with all terms of this policy; or
- b. The action is brought within 2 years and 1 day from the date the cause of action first accrues. A cause of action accrues on the date of the initial breach of our contractual duties as alleged in the action.

**C. The following Condition is added to Section G. Policy Conditions:**

#### NONRENEWAL

We may elect not to renew this policy except, that under the provisions of the Texas Insurance Code, we may not refuse to renew this policy solely because the policyholder is an elected official.

**D. The last sentence of Paragraph 5. In Section J. Claim Reporting Procedures, Duties, And Responsibilities, is replaced by the following:**

Any documentation we request must be provided within 91 days of such request.

**E. The following is added to Section J. Claim Reporting Procedures, Duties, And Responsibilities:**

#### CLAIMS HANDLING

a. Within 15 days after we receive written notice of claim, we will:

- (1) Acknowledge receipt of the claim. If we do not acknowledge receipt of the claim in writing, we will keep a record of the date, method and content of the acknowledgment;
- (2) Begin any investigation of the claim; and
- (3) Request a signed, sworn proof of loss, specify the information you must provide and supply you with the necessary forms. We may request more information at a later date, if during the investigation of the claim such additional information is necessary.

b. We will notify you in writing as to whether:

- (1) The claim or part of the claim will be paid;
- (2) The claim or part of the claim has been denied, and inform you of the reasons for denial;
- (3) More information is necessary; or
- (4) We need additional time to reach a decision. If we need additional time, we will inform you of the reasons for such need.

We will provide notification, as described in Paragraphs **b.(1)** through **b.(4)**, within:

- (1) 15 business days after we receive the signed, sworn proof of loss and all information we requested; or
- (2) 30 days after we receive the signed, sworn proof of loss and all information we requested, if we have reason to believe the loss resulted from arson.

If we have notified you that we need additional time to reach a decision, we must then either approve or deny the claim within 45 days of such notice.

We will pay for covered loss or damage within 5 business days after:

- a. We have notified you that payment of the claim or part of the claim will be made and have reached agreement with you on the amount of loss; or
- b. An appraisal award has been made.

However, if payment of the claim or part of the claim is conditioned on your compliance with any of the terms of this Coverage Part, we will make payment within 5 business days after the date you have complied with such terms.

#### **CATASTROPHE CLAIMS**

If a claim results from a weather related catastrophe or a major natural disaster, the claim handling and claim payment deadlines described in the **Claims Handling** provisions above are extended for an additional 15 days.

Catastrophe or Major Natural Disaster means a weather related event which:

- a. Is declared a disaster under the Texas Disaster Act of 1975; or
- b. Is determined to be a catastrophe by the Texas Department of Insurance.

The term "business day", as used in the **Claim Reporting Procedures, Duties, And Responsibilities** section, means a day other than Saturday, Sunday or a holiday recognized by the state of Texas.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# Utah Changes



Master Policy No.      Eff. Date of Policy      Eff. Date of Endorsement  
IM 5470997-00      10/12/2014      10/12/2014

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**COMMERCIAL INLAND MARINE COVERAGE FORM FOR PORTABLE ELECTRONIC COMMUNICATION EQUIPMENT**

**A. Paragraph 1. of Section G. Policy Conditions** is replaced by the following:

**1. POLICY CANCELLATION**

The following cancellation provision applies to the policy unless a special state cancellation endorsement applies.

- a.** You may end your authority to enroll customers by mailing or delivering to us advance written notice of such intent. You shall also mail or deliver written notice to each “enrolled customer” advising the “enrolled customer” of the termination of your authority to enroll customers and the effective date at least 30 days before the termination.

Such action will not affect any protection for customers already enrolled.

- b.** “Enrolled customers” may cancel their protection at any time.
- c.** We may terminate your authority to enroll new customers by mailing or delivering to you written notice at least:

- (1)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2)** 30 days before the effective date of cancellation if we cancel for any other reason.

Such action will not affect any protection for customers already enrolled.

- d.** We or you may cancel the protection for a specific “enrolled customer” by mailing or delivering written notice to such customer at least:

- (1)** Immediately if we cancel for:

- (a)** Nonpayment of premium;
- (b)** The “enrolled customer” ceases to have an active service with the Named Insured; or
- (c)** The “enrolled customer” exhausts the number of times we will perform repairs and/or replacements specified in the Declarations or Certificate during the period of time specified on the Declarations or Certificate and we send notice of termination to the “enrolled customer” within 30 days after exhaustion of the number of times specified in the Declarations or Certificate. However, if we do not send notice within the 30 day time frame, the “enrolled customer’s” coverage shall continue notwithstanding the number of times we will repair or replace as specified in the Declarations or Certificate until notice of termination is sent to the “enrolled customer”.

- (2)** 30 days before the effective date of cancellation for:

- (a)** Discovery of fraud or material misrepresentation in obtaining coverage;
- (b)** In the presentation of a claim; or

(c) Any other reason.

The party sending such notice has the responsibility of notifying the other that such notice has been sent.

- e. We will mail or deliver our notice to the Named Insured's last mailing address known to us.
- f. Notice of cancellation will state the effective date of cancellation.

If the protection for any specific "enrolled customer" is cancelled, we will send the Named Insured any premium paid in advance for months after the month of cancellation. The cancellation will be effective even if we have not made or offered a refund. It is the responsibility of the Named Insured to remit the proper proportion of any returned premium or premium received from "enrolled customers" but not sent to us to each "enrolled customer".

- g. Notice required pursuant to this cancellation condition shall be provided in writing, either via mail or by electronic means.
  - (1) If notice is provided via mail, it shall be mailed or delivered to the Named Insured at the Named Insured's mailing address and to all affected "enrolled customers" at the last known mailing addresses of those customers on file with us. We or the Named Insured shall maintain proof of mailing in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service.
  - (2) If notice is provided electronically, it shall be transmitted via facsimile or electronic mail to the Named Insured at the Named Insured's facsimile number or electronic mail address and to all affected "enrolled customers" at the last known facsimile numbers or electronic mail addresses of those customers on file with us. We or you shall maintain proof that the notice was sent.

The provision of an electronic mail address to us or the Named Insured by an "enrolled customer" is considered consent to receive notice and correspondence by electronic means as long as a disclosure to the effect is provided to the "enrolled customer".

Notice or correspondence may be sent on behalf of us or the Named Insured by the supervising entity appointed by the insurer.

**B. Paragraph 2. of Section G. Policy Conditions is replaced by the following:**

**2. CHANGES**

This policy contains all the agreements between the Named Insured and us concerning the insurance afforded. The Named Insured is authorized to request changes to the terms of this policy on behalf of all "enrolled customers", but such changes shall be effected only with our consent as expressed by an endorsement written by us and attached to this policy. If we change the terms and conditions, we shall promptly provide the Named Insured with a revised policy or endorsement. We will provide all "enrolled customers" with a revised certificate, endorsement, brochure, or other evidence indicating that a change in the terms and conditions has occurred and a summary of material changes.

Any change in the terms and conditions shall be provided in writing, either via mail or by electronic means.

- (1) If notice is provided via mail, it shall be mailed or delivered to the Named Insured at the Named Insured's mailing address and to all affected "enrolled customers" at the last known mailing addresses of those customers on file with us. We or the Named Insured shall maintain proof of mailing in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service.
- (2) If notice is provided electronically, it shall be transmitted via facsimile or electronic mail to the Named Insured at the Named Insured's facsimile number or electronic mail address and to all affected "enrolled customers" at the last known facsimile numbers or electronic mail addresses of those customers on file with us. We or you shall maintain proof that the notice was sent.

The provision of an electronic mail address to us or the Named Insured by an "enrolled customer" is considered consent to receive notice and correspondence by electronic means as long as a disclosure to the effect is provided to the "enrolled customer".

Notice or correspondence may be sent on behalf of us or the Named Insured by the supervising entity appointed by the insurer.

C. Paragraph 6. of Section G. **Policy Conditions** is replaced by the following:

**6. CONCEALMENT, MISREPRESENTATION OR FRAUD**

The coverage provided by this policy may be voided in the event of fraud or misrepresentation by the “enrolled customer” relating to:

1. This policy;
2. The “covered equipment”; or
3. The “enrolled customer’s” interest in the “covered equipment”.

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 policy affects our obligations under this policy unless the statement, representation, or warranty is stated:

- (1) In this policy; or
- (2) In a written application signed by the “enrolled customer”.

No person, except the “enrolled customer” or another person by the “enrolled customer’s” written consent may alter the application, other than for administrative purposes in a way which is clearly not ascribable to the “enrolled customer”.

- b. The “enrolled customer” may request, in writing, from us a copy of the application, if:

- (1) This policy or a copy of the application has not been received; or
- (2) This policy 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 policy to the person making the request.

- c. Except as provided in f., no misrepresentation or breach of an affirmative warranty affects our obligations under this policy 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 policy 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, 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 policy, we acquire knowledge of sufficient facts to constitute a general defense to all claims under this policy, the defense is only available if, within 60 days after acquiring such knowledge we notify the “enrolled customer” of our intention to defend against a claim if one should arise. However, in order to continue this policy, we and the “enrolled customer” 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 policy 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 policy.

**D.** Paragraph **7.** of Section **G. Policy Conditions** is replaced by the following:

**7. LEGAL ACTION AGAINST US**

No one may bring a legal action against us under this policy unless the action is brought within 3 years after the “enrolled customer” first had knowledge of the direct loss or damage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



# Virgin Island Changes



Master Policy No.	Eff. Date of Policy	Eff. Date of Endorsement
IM 5470997-00	10/12/2014	10/12/2014

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

## **Commercial Inland Marine Coverage Form For Portable Electronic Communication Equipment**

**A.** Paragraph 1. of Section **G. Policy Conditions** is replaced by the following:

### **1. Policy Cancellation**

- a.** You may end your authority to enroll customers by mailing or delivering to us advance written notice of such intent. Such action will not affect any protection for customers already enrolled.
- b.** "Enrolled customers" may cancel their protection at any time.
- c.** We may terminate your authority to enroll new customers by mailing or delivering to you written notice at least:
  - (1)** 15 days before the effective date of cancellation if we cancel for nonpayment of premium;
  - (2)** 60 days before the effective date of cancellation if we cancel for any other reason.Such notice to you will be sent by certified mail.  
Such action will not affect any protection for customers already enrolled.
- d.** We or you may cancel the protection for a specific "enrolled customer":
  - (1)** Upon 15 days prior notice for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim under this policy;
  - (2)** 60 days before the effective date of cancellation if we cancel for any other reason.Such notice to the enrolled customer will be sent by certified mail.  
The party sending such notice has the responsibility of notifying the other that such notice has been sent.
- e.** We will mail or deliver our notice to the Named Insured's last mailing address known to us.
- f.** Notice of cancellation will state the effective date of cancellation.  
If the protection for any specific "enrolled customer" is cancelled, we will send the Named Insured any premium paid in advance for months after the month of cancellation. The cancellation will be effective even if we have not made or offered a refund. It is the responsibility of the Named Insured to remit the proper proportion of any returned premium or premium received from "enrolled customers" but not sent to us to each "enrolled customer".
- g.** If notice is mailed, proof of mailing will be consist of:
  - (1)** A certificate of service signed by the insured or his representative; or
  - (2)** An Envelope returned by Post Office due to failure to find or inability to deliver to the addressee

All other terms, conditions, provisions and exclusions of this policy remain the same.

# Vermont Changes



Master Policy No.	Eff. Date of Policy	Eff. Date of Endorsement
IM 5470997-00	10/12/2014	10/12/2014

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**COMMERCIAL INLAND MARINE COVERAGE FORM FOR PORTABLE ELECTRONIC COMMUNICATION EQUIPMENT**

**A. Paragraph 1. of Section G. Policy Conditions** is replaced by the following:

**1. POLICY CANCELLATION**

The following cancellation provision applies to the policy unless a special state cancellation endorsement applies.

- a. You may end your authority to enroll customers by mailing or delivering to us advance written notice of such intent. Such action will not affect any protection for customers already enrolled.
- b. "Enrolled customers" may cancel their protection at any time.
- c. We may terminate your authority to enroll new customers.

**(1)** If this policy has been in effect for less than 60 days and this policy is not a renewal of a policy we issued, we may cancel this policy by:

- (a)** Giving you at least 15 days' notice prior to the cancellation date for nonpayment of premium or substantial increase in hazard; or
- (b)** Mailing or delivering you at least 45 days' notice prior to the cancellation date for any other reason.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

**(2)** 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 this policy only for one or more of the following reasons:

- (a)** Nonpayment of premium;
- (b)** Fraud or material misrepresentation affecting this policy or in the presentation of claims under this policy;
- (c)** Violation of any provisions of this policy; or
- (d)** Substantial increase in hazard, provided we have secured approval for the cancellation from the commissioner of insurance.

**(3)** If we cancel this policy for one of the reasons specified in Paragraph **(2)**, we will cancel only in the following manner:

- (a)** By giving at least 15 days' notice before the effective date of cancellation if we cancel for nonpayment of premium; or
- (b)** By mailing or delivering at least 45 days' notice before the effective date of cancellation if we cancel for any other reason.

Written notice of cancellation, including the reason for cancellation, will be mailed or delivered to you at your last mailing address known to us.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

Such action will not affect any protection for customers already enrolled.

**d.** We or you may cancel the protection for a specific “enrolled customer”.

**(1)** If this policy has been in effect for less than 60 days and this policy is not a renewal of a policy we issued, we may cancel this policy by:

**(a)** Giving the “enrolled customer” at least 15 days' notice prior to the cancellation date for nonpayment of premium or substantial increase in hazard; or

**(b)** Mailing or delivering the “enrolled customer” at least 45 days' notice prior to the cancellation date for any other reason.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

**(2)** 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 this policy only for one or more of the following reasons:

**(a)** Nonpayment of premium;

**(b)** Fraud or material misrepresentation affecting this policy or in the presentation of claims under this policy;

**(c)** Violation of any provisions of this policy; or

**(d)** Substantial increase in hazard, provided we have secured approval for the cancellation from the commissioner of insurance.

**(3)** If we cancel this policy for one of the reasons specified in Paragraph **(2)**, we will cancel only in the following manner:

**(a)** By giving at least 15 days' notice before the effective date of cancellation if we cancel for nonpayment of premium; or

**(b)** By mailing or delivering at least 45 days' notice before the effective date of cancellation if we cancel for any other reason.

Written notice of cancellation, including the reason for cancellation, will be mailed or delivered to the “enrolled customer” at their last mailing address known to us.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

The party sending such notice has the responsibility of notifying the other that such notice has been sent.

**e.** Notice of cancellation will state the effective date of cancellation.

If the protection for any specific “enrolled customer” is cancelled, we will send the Named Insured any premium paid in advance for months after the month of cancellation. The cancellation will be effective even if we have not made or offered a refund. It is the responsibility of the Named Insured to remit the proper proportion of any returned premium or premium received from “enrolled customers” but not sent to us to each “enrolled customer”.

**f.** If notice is mailed, proof of mailing will be sufficient proof of notice.

**B.** Paragraph **6.** of Section **G. Policy Conditions** is replaced by the following:

**6. CONCEALMENT, MISREPRESENTATION OR FRAUD**

We will not pay for any loss or damage in any case of:

- a.** Concealment or misrepresentation of a material fact; or
- b.** Fraud;

committed by any “enrolled customer” at any time and relating to coverage under this policy.

**C.** The following Conditions are added to Section **G. Policy Conditions**:

**RENEWAL**

**a.** If we:

- (1)** Elect to renew this policy; and
- (2)** Have the necessary information to issue a renewal policy, we will confirm in writing at least 45 days before it expires our intention to renew this policy; and the premium at which this policy will be renewed.

**b.** If we do not comply with the provisions of Paragraph **a.**, you will have renewal coverage. The renewal coverage will be at the rates:

- (1)** In effect under the expiring or expired policy; or
  - (2)** In effect on the expiration date, that have been approved by the Commissioner,
- whichever are lower.

This renewal coverage will be on a pro rata basis and will continue for 45 days after we confirm renewal coverage and premium. If you accept this renewal policy, this Paragraph **b.** does not apply.

**WHEN WE DO NOT RENEW**

**a.** We may elect not to renew this policy by mailing, by certified mail, or delivering written notice of nonrenewal to the Named Insured's last mailing address known to us. We will mail or deliver this notice at least 45 days before the:

- (1)** Expiration of the policy; or
- (2)** Anniversary date of this policy if this policy has been written for a term of more than one year.

**b.** This provision does not apply:

- (1)** If we have indicated a willingness to renew;
- (2)** In case of nonpayment of premium;
- (3)** If you do not pay any advance premium required by us for renewal; or
- (4)** If any property covered in this policy is insured under any other insurance policy.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# Washington Changes



Master Policy No.	Eff. Date of Policy	Eff. Date of Endorsement
IM 5470997-00	10/12/2014	10/12/2014

This endorsement modifies insurance provided under the:

## **Commercial Inland Marine Coverage Form For Portable Electronic Communication Equipment**

### **A. Changes to Section F. Exclusions:**

1. 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:

- a. Directly and solely results in "loss" or damage; or
  - b. 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. Paragraph **3. War** is replaced by the following:
    3. **War**
      - a. War, including undeclared or civil war;
      - b. Warlike action by a military force; or
      - c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

### **B. Changes to Section G. Policy Conditions:**

1. 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.
2. Paragraph **1. Policy Cancellation** is replaced by the following:

#### **1. Cancellation And Nonrenewal**

- a. You may end your authority to enroll customers by mailing or delivering to us advance written notice of such intent. Such action will not affect any protection for customers already enrolled.  
If you end your authority to enroll customers, then you shall provide written notice to each "enrolled customer", advising them as to the termination of the policy and providing the actual reason for the termination and date on which the same shall become effective. The written notice shall be delivered to each "enrolled customer" at least 30 days in advance of the date of termination.
- b. "Enrolled customers" may cancel their protection at any time.
- c. We may terminate your authority to enroll new customers as stated below by letting you and "enrolled customers" know in writing of the date the cancellation or nonrenewal takes effect.
  - (1) When you have not paid the premium, or any installment of such premium, when due we may terminate your authority to enroll new customers by letting you and "enrolled

customers” know at least 30 days before the date the cancellation or nonrenewal takes effect.

- (2) We may terminate your authority to enroll new customers for any reason other than nonpayment of premium by letting you and “enrolled customers” know at least 30 days before the date the cancellation or nonrenewal takes effect.

Such action will not affect any protection for customers already enrolled.

- d. We may cancel or nonrenew the protection for a specific “enrolled customer” as stated below by letting the customer know in writing of the date the cancellation or nonrenewal takes effect.

- (1) When the “enrolled customer” has not paid the premium, or any installment of such premium, when due we may cancel or nonrenew the protection for a specific “enrolled customer” by letting the “enrolled customer” know at least 30 days before the date the cancellation or nonrenewal takes effect.

- (2) When discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim, we may cancel or nonrenew the protection for a specific “enrolled customer” by letting the “enrolled customer” know at least 15 days before the date the cancellation or nonrenewal takes effect.

- (3) We may immediately cancel or nonrenew the protection for a specific “enrolled customer”:

- (a) Without notice, if the “enrolled customer” ceases to have an active service with the you;  
or

- (b) Without prior notice if an “enrolled customer” exhausts the aggregate limit of liability, if any, under the terms of the policy and we send notice of termination to the “enrolled customer” within thirty (30) calendar days after exhaustion of the limit. However, if notice is not timely sent, coverage continues notwithstanding the aggregate limit of liability until we sends notice of termination to the “enrolled customer”.

- (4) We may cancel or nonrenew the protection for a specific “enrolled customer” for any reason other than stated in **B.2.d.(1)**, **B.2.d.(2)** or **B.2.d.(3)** of this endorsement, by letting the “enrolled customer” know at least 30 days before the date the cancellation or nonrenewal takes effect.

- e. The cancellation or nonrenewal notice, together with our reason for cancellation or nonrenewal, will be mailed to you and the “enrolled customer” and, if applicable, your agent or broker at the last addresses known to us or shown by our records. Proof of mailing will be sufficient proof of notice.

- f. Notice of cancellation or nonrenewal will state the effective date of cancellation.

If the protection for any specific “enrolled customer” is cancelled, we will send the Named Insured any unearned premium computed on a pro rata basis. The cancellation will be effective even if we have not made or offered a refund. It is the responsibility of the Named Insured to remit the proper proportion of any returned premium or premium received from “enrolled customers” but not sent to us to each “enrolled customer”.

- g. When the “enrolled customer” requests cancellation, the return premium will be based on our short rate procedure which is 90% of the pro rata unearned premium. When we cancel, the return premium will be pro rata.

The unearned premium, if any, will be refunded as soon as possible, but not later than:

- (1) 45 days after we send a notice of cancellation to you; or

- (2) 45 days after we receive the policy or a notice of cancellation from you.

- h.** In the event of any material change in the coverage terms, monthly premium or the deductible, you and the “enrolled customer” will be provided sixty (60) days advance written notice of such changes. Material changes can only be made on the annual anniversary of the policy. You or the “enrolled customer” may cancel coverage at any time without penalty, but if you or the “enrolled customer” continue to pay monthly premiums after a change in monthly premiums, coverage terms or the deductible, then you or the “enrolled customer” will be bound by those changes.

For the purposes of determining the date when Cancellation can be affected: A policy with a term of six months or less is considered as if written for a policy period of six months. A policy written for a term longer than one year or a policy with no fixed expiration date is considered as if written for a period of one year.

- 3.** Paragraph **2. Changes** is replaced by the following:

**2. Changes**

This policy contains all the agreements between the Named Insured and us concerning the insurance afforded. The Named Insured is authorized to request changes to the terms of this policy on behalf of all “enrolled customers”, but such changes shall be effected only with our consent as expressed by an endorsement written by us and attached to this policy.

If we change the terms and conditions of this policy, we shall provide the Named Insured with a revised policy or endorsement and each “enrolled customer” with a revised certificate or endorsement and a summary of material changes; or if the change is limited to a change in premium, a revised certificate, endorsement, updated brochure, or other evidence indicating a change in premium.

- 4.** Paragraph **7. Legal Action Against Us** is replaced by the following:

**7. 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 the terms of this Coverage Part; and
- b.** The action is brought within two years after the “enrolled customer” first has knowledge of the direct “loss” or damage.

If this action is brought pursuant to Sec. 3 of RCW 48.30 then 20 days prior to filing such an action, the “enrolled customer” is 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, conditions, provisions and exclusions of this policy remain the same.

# West Virginia Changes



Master Policy No.	Eff. Date of Policy	Eff. Date of Endorsement
IM 5470997-00	10/12/2014	10/12/2014

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**COMMERCIAL INLAND MARINE COVERAGE FORM FOR PORTABLE ELECTRONIC COMMUNICATION EQUIPMENT**

The following is added to Section **I. Our Rights And Responsibilities**:

All claims for covered "loss" will be made good within 15 working days after presentation and acceptance of satisfactory proof of interest and "loss" to our Authorized Representative and satisfaction by you of the **Claim Reporting Procedures, Duties and Responsibilities** in Section **H.** of the coverage form.

All other terms, conditions, provisions and exclusions of this policy remain the same.



# Wisconsin Changes



Master Policy No.      Eff. Date of Policy      Eff. Date of Endorsement  
IM 5470997-00      10/12/2014      10/12/2014

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**COMMERCIAL INLAND MARINE COVERAGE FORM FOR PORTABLE ELECTRONIC COMMUNICATION EQUIPMENT**

**A. Section F. 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 or the “enrolled customer”; and
  - b. With the intent to cause a “loss”.
2. However, this exclusion will not apply to deny coverage to an innocent co-insured or “enrolled customer” 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 or “enrolled customer” is limited to that person’s ownership interest in the property.

**B. Changes to Section E.1. Policy Cancellation:**

1. Paragraph c. is replaced by the following:
  - c. We may terminate your authority to enroll new customers 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 terminate your authority to enroll new customers for any reason.

If this policy has been in effect for 60 days or more, except as provided in Paragraph 3. below, we may terminate your authority to enroll new customers only for one or more of the following reasons:

- (1) The policy was obtained by material misrepresentation;
- (2) 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;
- (3) There have been substantial breaches of contractual duties, conditions or warranties; or
- (4) 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.

Such action will not affect any protection for customers already enrolled.

2. Paragraph d. is replaced by the following:

- d. We or you may cancel the protection for a specific “enrolled customer” by mailing or delivering written notice to such customer 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 or you may cancel for any reason.

If this policy has been in effect for 60 days or more, we or you may cancel the protection for a specific “enrolled customer” only for one or more of the following reasons:

- (1) The policy was obtained by material misrepresentation;
- (2) 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;
- (3) There have been substantial breaches of contractual duties, conditions or warranties; or
- (4) 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.

The party sending such notice has the responsibility of notifying the other that such notice has been sent.

3. The following are added to Paragraph 1. **Policy Cancellation**:

**h. Anniversary Cancellation**

If this policy is written for a term of more than one year or has no fixed expiration date, we may 1) terminate your authority to enroll new customers; and 2) we or you may cancel the protection for a specific “enrolled customer” for any reason by mailing or delivering to you or the specific “enrolled customer” 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 terminate your authority to enroll new customers 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.

- i. We may rescind this policy or protection for an “enrolled customer” because of the following:
- (1) Misrepresentation made by you or on your behalf in the negotiation for or procurement of this policy, if the person knew or should have known that the representation was false;
  - (2) Misrepresentation made by the “enrolled customer” in the negotiation for or procurement of the protection, if the person knew or should have known that the representation was false;
  - (3) Breach of affirmative warranty made by you or on your behalf in the negotiation for or procurement of this policy;
  - (4) Breach of affirmative warranty made by the “enrolled customer” in the negotiation for or procurement of the protection under this policy;
  - (5) Failure of a condition before a “loss” if such failure exists at the time of “loss”; or
  - (6) Breach of a promissory warranty if such breach exists at the time of “loss”.
- j. We may not rescind this policy:
- (1) For the reasons in Paragraphs **B.1.c.** and **B.1.d. above** 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) For the reasons in Paragraphs **B.1.e.** and **B.1.f.** unless such failure or breach:
    - (a) Increases the risk at the time of “loss”; or

(b) Contributes to the “loss”.

k. If we elect to rescind this policy, we will notify you or the “enrolled customer” of our intention within 60 days after acquiring knowledge of sufficient facts to constitute grounds for rescission.

**C. Changes to Section E. Policy Conditions.**

1. Paragraph **6. Concealment, Misrepresentation Or Fraud** of Section **E. Policy Conditions** is replaced with the following:

a. No misrepresentation and no breach of affirmative warranty made by:

(a) You or on your behalf in the negotiation for or procurement of this Coverage Part, or

(b) The “enrolled customer” in the negotiation for or procurement of protection under this Coverage Part

affects our obligations unless, if a misrepresentation, the person knew or should have known that the representation was false, and 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. 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:

(1) Increases the risk at the time of “loss”; or

(2) Contributes to the “loss”.

2. Paragraph **7. Legal Action Against Us** is replaced by the following:

No one may bring legal action against us under this Coverage Part unless the action is brought within 2 years after the “enrolled person” first has knowledge of the direct “loss” or damage.

3. The following provision is added:

**Transfer Of Your Rights Of Recovery Against Others To Us**

If we pay an insured for a “loss” to an innocent co-insured or “enrolled customer” as described in Paragraph **A.2.** 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.

4. The following provision is added:

**Conformity To Statute Or Rule**

Any provision of this policy (including endorsements which modify the policy) that is in conflict with a Wisconsin statute or rule is hereby amended to conform to that statute or rule.

The term rule means a valid rule promulgated by the Commissioner of Insurance in accordance with the rule-making authority conferred under Wis. Stat. Ann. Section 227.11(2) and published in the Wisconsin Administrative Code.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# Wyoming Changes



Master Policy No.      Eff. Date of Policy      Eff. Date of Endorsement  
IM 5470997-00      10/12/2014      10/12/2014

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**COMMERCIAL INLAND MARINE COVERAGE FORM FOR PORTABLE ELECTRONIC COMMUNICATION EQUIPMENT**

**A. Paragraph 1. of Section G. Policy Conditions** is replaced by the following:

**1. POLICY CANCELLATION**

The following cancellation provision applies to the policy unless a special state cancellation endorsement applies.

- a.** You may end your authority to enroll customers by mailing or delivering to us advance written notice of such intent. Such action will not affect any protection for customers already enrolled.
- b.** "Enrolled customers" may cancel their protection at any time.
- c.** If this policy has been in effect for less than 60 days, we may terminate your authority to enroll new customers by mailing or delivering to you written notice at least:
  - (1)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
  - (2)** 30 days before the effective date of cancellation if we cancel for any other reason.

Such action will not affect any protection for customers already enrolled.

- d.** 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 terminate your authority to enroll new customers only for one or more of the following reasons:
  - (1)** Nonpayment of premium.
  - (2)** Material misrepresentation of fact which, if known to us, would have caused us not to issue the policy.
  - (3)** Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the policy.
  - (4)** Substantial breaches of contractual duties, conditions or warranties.

If we cancel, we will mail or deliver to you and the agent, if any, written notice of cancellation, stating the reason for cancellation, at least:

- (a)** 10 days before the effective date of cancellation if cancellation is for the reason stated in **d. (1)**; or
- (b)** 45 days before the effective date of cancellation if cancellation is for the reasons stated in **d. (3)** or **(4)**.

Such action will not affect any protection for customers already enrolled.

The party sending such notice has the responsibility of notifying the other that such notice has been sent.

e. 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 or you may cancel the protection for a specific “enrolled customer” only for one or more of the following reasons:

(1) Nonpayment of premium.

(2) Material misrepresentation of fact which, if known to us, would have caused us not to issue the policy. If we cancel, we will mail or deliver to you and the agent, if any, written notice of cancellation, stating the reason for cancellation, at least:

(a) 10 days before the effective date of cancellation if cancellation is for the reason stated in f. (1); or

(b) 30 days before the effective date of cancellation if cancellation is for the reasons stated in f. (2).

The party sending such notice has the responsibility of notifying the other that such notice has been sent.

f. We will mail or deliver our notice to the Named Insured’s last mailing address known to us.

g. Notice of cancellation will state the effective date of cancellation.

If the protection for any specific “enrolled customer” is cancelled, any unearned premium will be refunded to the Named Insured prior to the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund. It is the responsibility of the Named Insured to remit the proper proportion of any returned premium or premium received from “enrolled customers” but not sent to us to each “enrolled customer”.

h. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Paragraph 7. of Section G. **Policy Conditions** is replaced by the following:

#### **7. LEGAL ACTION AGAINST US**

No one may bring a legal action against us under this policy unless:

a. There has been full compliance with all of the terms of this policy; and

b. The action is brought within 4 years after the date on which the direct physical loss or damage was discovered by you.

C. The following Condition is added to Section G. **Policy Conditions**:

#### **NONRENEWAL**

a. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the Named Insured and the agent, if any, at least 45 days before:

(1) The expiration date; or

(2) The anniversary date if this is a continuous policy.

b. Notice of nonrenewal will state the reason for nonrenewal.

c. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's and agents last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

All other terms, conditions, provisions and exclusions of this policy remain the same.