

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



<b>Policy Number:</b> IM 5471010-00		<b>Effective Date:</b> 07/01/2023	
<b>Insurance Is Provided By The Company Stated Below</b> Zurich American Insurance Company 1299 Zurich Way Schaumburg, Illinois 60196 1-800-382-2150			
<b>Named Insured and Address</b> Dish Wireless L.L.C. 9601 S. Meridian Blvd Englewood, CO 80112			
<b>Email Address:</b>			
<b>Agency Name and Address</b> Likewise Agency, LLC 1900 W. Kirkwood Blvd., Ste 1600C Southlake, TX 76092		<b>Wireless Service Provider</b> Dish Wireless L.L.C. 9601 S. Meridian Blvd Englewood, CO 80112	
<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>	
<b>Covered Causes of Loss</b> 1. Loss 2. Theft			
<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 (Not Applicable in New York)</b>			
<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.

**Description of Covered Accessories:**

Standard Battery & Wall Charger

**Authorized Service Representative Information**

Likewise Agency, LLC  
1900 W. Kirkwood Blvd., Ste 1600C  
Southlake, TX 76092

**Telephone Number:** 844-534-3099

**Website Address:** [myphoneguardian.com/boostmobile](http://myphoneguardian.com/boostmobile)

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.

**Premium Payment Information**

PER MONTHLY REPORTS

**Endorsements Effective at Inception**

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

Authorized Representative

**Date Issued:**

# Premium, Deductible and Non-Return Fee Schedule



Master Policy No.  
IM 5471010-00

Eff. Date of Policy  
07/01/2023

Eff. Date of Schedule  
07/01/2023

<b>SCHEDULE (Boost Mobile Prepaid) – Not approved in NY</b>			
<b>Equipment Class*</b>	<b>Premium</b>	<b>Deductible</b>	<b>Non-Return Fee</b>
A. \$0.00 - \$499.99	\$3.00	\$40.00	N/A
B. \$500.00 - \$999.99	\$3.25	\$149.00	N/A
C. \$1,000.00 - \$1,499.99	\$3.00	\$249.00	N/A
D. \$1,500.00 - \$1,999.99	\$2.75	\$349.00	N/A

\*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 5471010-00

Eff. Date of Policy  
07/01/2023

Eff. Date of Schedule  
07/01/2023

<b>SCHEDULE</b>	
<b>Equipment Class</b>	<b>Equipment Description</b>
A.	\$0 – \$499.99
B.	\$500.00 – \$999.99
C.	\$1,000.00 - \$1,499.99
D.	\$1500.00 - \$1,999.99

**Policy Number** IM 5471010-00

**SCHEDULE OF TAXES, SURCHARGES OR FEES**

Named Insured Dish Wireless L.L.C.

Effective Date: 07/01/2023

Agent Name Likewize Agency, LLC

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

			<b>FIRE</b>	<b>OTHER</b>		<b>ISO</b>
<b>STATE</b>	<b>I.M.</b>	<b>MISC</b>	<b>MARSHAL</b>	<b>TAXES</b>	<b>MUNICIPAL</b>	<b>I.M.</b>
PUERTO RICO	4.00	0.31		1.00		5.31

Commercial Insurance

**Policy Number** IM 5471010-00

**SCHEDULE OF FORMS AND ENDORSEMENTS**

Named Insured Dish Wireless L.L.C.

Effective Date: 07/01/2023

Agent Name Likewize Agency, LLC

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-E CW 0120
Exclusion of Terrorism – Inland Marine	U-GU-682-C CW 0115
Sanctions Exclusion Endorsement	U-GU-1191-A CW 0315
CIM Coverage Form For Portable Electronic Communication Equipment	U-CIM-250-A CW 0212
Monetary Reimbursement Endorsement	U-CIM-257-A CW 0212
Puerto Rico Changes	U-CIM-277-A PR 0212



## 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).

[  ] [  ]

*President* *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  
1299 Zurich Way  
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: Dish Wireless L.L.C.  
Policy Number: IM 5471010-00  
Effective Date: 07/01/2023



**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**

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, the United States Government may pay up to 80% of insured losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

**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 calendar 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 accordance with the provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. 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.



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# Exclusion of Certified Acts of Terrorism

Insureds Name	Policy Number	Effective Date	Endorsement Number
Dish Wireless L.L.C.	IM 5471010-00	07/01/2023	

**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, Mississippi, 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 accordance with the provisions of the federal Terrorism Risk Insurance Act (“TRIA”), to be an act of terrorism. 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 calendar 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.

All other terms and conditions of this policy remain unchanged.

# SANCTIONS EXCLUSION ENDORSEMENT



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

The following exclusion is added to the policy to which it is attached and supersedes any existing sanctions language in the policy, whether included in an Exclusion Section or otherwise:

### **SANCTIONS EXCLUSION**

Notwithstanding any other terms under this policy, we shall not provide coverage nor will we make any payments or provide any service or benefit to any insured, beneficiary, or third party who may have any rights under this policy to the extent that such cover, payment, service, benefit, or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

The term policy may be comprised of common policy terms and conditions, the declarations, notices, schedule, coverage parts, insuring agreement, application, enrollment form, and endorsements or riders, if any, for each coverage provided. Policy may also be referred to as contract or agreement.

We may be referred to as insurer, underwriter, we, us, and our, or as otherwise defined in the policy, and shall mean the company providing the coverage.

Insured may be referred to as policyholder, named insured, covered person, additional insured or claimant, or as otherwise defined in the policy, and shall mean the party, person or entity having defined rights under the policy.

These definitions may be found in various parts of the policy and any applicable riders or endorsements.

## **ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED**



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# 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 5471010-00      07/01/2023      07/01/2023

**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 A	\$499.99
Tier B	\$999.99
Tier C	\$1,499.99
Tier D	\$1,999.99

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.

# Puerto Rico Changes



Master Policy No.  
IM 5471010-00

Eff. Date of Policy  
07/01/2023

Eff. Date of Endorsement  
07/01/2023

**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.