

Commercial Inland Marine Coverage Form For Portable Electronic Communication Equipment Declaration



Policy Number: IM 5471008-00		Effective Date: 03/07/2023	
Insurance Is Provided By The Company Stated Below			
Zurich American Insurance Company 1299 Zurich Way Schaumburg, Illinois 60196 1-800-382-2150			
Named Insured and Address			
Cellular South, Inc. dba C Spire 1018 Highway Colony Pkwy Ridgeland, MS 39157			
Email Address:			
Agency Name and Address		Wireless Service Provider	
Likewise Agency, LLC 1900 W. Kirkwood Blvd., Ste 1600C Southlake, TX 76092		Cellular South, Inc. dba C Spire 1018 Highway Colony Pkwy Ridgeland, MS 39157	
Agency Code: 45-261-000			
Waiting and Evaluation Periods See Certificate			
Waiting Period: None if enrolled at the time of purchase. For devices enrolled any time after purchase, coverage is effective sixty (60) days from enrollment date.		Evaluation Period: 60 days	
Covered Causes of Loss			
<ol style="list-style-type: none"> 1. Accidental damage, including liquid damage 2. Loss 3. Theft 4. Mechanical Failure after the manufacturer's warranty expires 5. Electrical Failure after manufacturer's warranty expires 			
Claim Limitations			
We will only perform a maximum of <u>2</u> repair or replacements during <u>12 months</u> of protection.			
Premium, Deductible and Non-Return Fee			
Equipment Class*	Premium	Deductible	Non-Return Fee
See attached form U-CIM-D-252-A CW 02/12			
State Insurance Surcharge/Taxes/Fees (Not Applicable in New York)			
Amount	Name		
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: 682-348-0354

Website Address: <https://protect.likewise.com/cspire>

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:



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Premium, Deductible and Non-Return Fee Schedule

Master Policy No.
IM 5471008-00

Eff. Date of Policy
03/07/2023

Eff. Date of Schedule
03/07/2023

SCHEDULE

Equipment Class*	Premium	Deductible	Non-Return Fee
1. \$0 - \$149.99	\$6.00	\$20.00	N/A
2. \$150.00 - \$249.99	\$6.00	\$75.00	N/A
3. \$250.00 - \$349.99	\$6.00	\$115.00	N/A
3. \$350.00 to \$599.99	\$6.00	\$200.00	N/A
4. \$600.00 to \$1,000.00	\$7.00	\$220.00	N/A
5. \$1,000.01 to \$1,500.00	\$8.00	\$249.00	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 5471008-00

Eff. Date of Policy
03/07/2023

Eff. Date of Schedule
03/07/2023

SCHEDULE	
Equipment Class	Equipment Description
1.	\$0 – \$149.99
2.	\$150.00 – \$249.99
3.	\$250.00 – \$349.99
4.	\$350.00 – \$599.99
5.	\$600.00 – \$1,000.00
6.	\$1,000.01 – \$1,500.00

Policy Number IM 5471008-00

SCHEDULE OF TAXES, SURCHARGES OR FEES

Named Insured Cellular South, Inc. d/b/a C Spire

Effective Date: 03/07/2023

Agent Name Likewize Agency, LLC

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

			FIRE	OTHER		ISO
STATE	I.M.	MISC	MARSHAL	TAXES	MUNICIPAL	I.M.
ALABAMA	3.60	0.31				3.91
MISSISSIPPI	3.00	0.31	0.45			3.76
TENNESSEE	2.50	0.31	0.15			2.96

Commercial Insurance

Policy Number IM 5471008-00

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured Cellular South, Inc. d/b/a C Spire

Effective Date: 03/07/2023

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
Alabama Changes	U-CIM-284-A AL 0412
Mississippi Changes	U-CIM-293-A MS 0612
Tennessee Changes	U-CIM-306-A TN 0612



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

Insured Name: Cellular South, Inc. d/b/a C Spire
Policy Number: IM 5471008-00
Effective Date: 03/07/2023



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
Cellular South, Inc. d/b/a C Spire	IM 5471008-00	03/07/2023	

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 5471008-00 03/07/2023 03/07/2023

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

Monetary Reimbursement Schedule	
Equipment Class	Maximum Reimbursement Value
Tier 1	\$149.99
Tier 2	\$249.99
Tier 3	\$349.99
Tier 4	\$599.99
Tier 5	\$1,000.00
Tier 6	\$1,500.00

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.

Alabama Changes



Master Policy No.
IM 5471008-00

Eff. Date of Policy
03/07/2023

Eff. Date of Endorsement
03/07/2023

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. 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.

Mississippi Changes



Master Policy No.
IM 5471008-00

Eff. Date of Policy
03/07/2023

Eff. Date of Endorsement
03/07/2023

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. 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.

Tennessee Changes



Master Policy No.	Eff. Date of Policy	Eff. Date of Endorsement
IM 5471008-00	03/07/2023	03/07/2023

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. 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.