

# Commercial Inland Marine Coverage Form - Electronic Equipment Declarations



<b>Policy Number:</b> 2024IM03LW-MI	<b>Effective Date:</b> 03/01/2024	Coverage will begin at 12:01 A.M. Standard Time on the effective date shown.
<b>Insurance Is Provided By The Company Stated Below</b> Universal Underwriters Insurance Company A Stock Company 7045 College Boulevard Overland Park, KS 66211-1523 1-877-225-5276		
<b>Named Insured and Address</b> OSL Retail Services Corp 151 S Old Woodward Avenue, Suite 200 Birmingham, Michigan, 48009 Phone: (877) 625-4893		
<b>Agency Name and Address</b> Likewise Agency, LLC 1900 W. Kirkwood Blvd. STE 1600C Southlake, TX 76092  Phone: (844) 333-4895  <b>Agency Code:</b> 45-261-000		
<b>Policy Term</b> Month to month until cancelled		
<b>Waiting and Evaluation Periods</b> <b>Waiting Period:</b> 30 days <b>Evaluation Period:</b> 30 days		
<b>Covered Causes of Loss</b> 1. Loss 2. Theft		
<b>Claim Limitations</b>		
We will pay a maximum of	\$2,000	less deductible for each approved "loss".
We will pay a maximum of	\$2,000	less deductible(s) for all "losses" that occur within 12 months.

**Premium, Deductible and Non-Return Fee**

Device Protection Tiers	Monthly Premium	Deductible
Tier 1 (\$0.00 - \$249.99)	\$2.25	\$29.00
Tier 2 (\$250.00 - \$499.99)	\$3.00	\$40.00
Tier 3 (\$500.00 - \$999.99)	\$3.25	\$149.00
Tier 4 (\$1,000.00 - \$1,499.99)	\$3.00	\$249.00
Tier 5 (\$1,500.00 - \$1,999.99)	\$2.75	\$325.00

**State Insurance Surcharge/Taxes/Fees** (Not Applicable in New York)

Amount	Name
1.25	Michigan- Inland Marine
0.31	Michigan - Miscellaneous

**Description of Covered Accessories**

Mobile phone equipment  
Standard battery and wall charger

**Authorized Service Representative Information**

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

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

**Telephone Number:** (844) 333-4895

**Website Address:** protect.likewise.com/mobilecenter

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**

UGU319F(0109)  
UGU1191ACW(0315)  
E12110DYMI(0923)

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 1st day of March, 2024

Authorized Representative



**Date Issued:** 03/01/2024

# Commercial Inland Marine Coverage Form - Electronic Equipment

This policy is comprised of the Declarations, this Coverage Form, and Endorsement(s) as applicable. Additional detail can be found in the Schedule to the Declarations.

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 and are defined below.

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 product". Selection of the "authorized service facility" will be at the sole discretion of us or the Authorized Service Representative.
2. "Covered product" means product eligible:  
**Wireless Phones and accessories**
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 product".
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 product".
5. "Loss" and "Losses" means the inability to use "covered product" as a result of a Covered Causes of Loss.
6. "Mechanical or electrical failure" means failure of "covered product" 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 re-claimed.

Please read this policy carefully.

## SECTION 1 - COVERAGE

### A. INSURING AGREEMENTS AND COVERED PERILS

We will cover "loss" to "covered product" from any Covered Causes of Loss included in the following plan, as identified on the Declarations of this policy, including accessories purchased on the same bill of sale.

	Single-Device Plan (up to #)	Peril 1 Loss	Peril 2 Theft
Wireless Phones	1	x	x

## SECTION 2 – EXCLUSIONS

This policy does not cover the following:

### A. LOSS RESULTING FROM, OR DUE TO, DIRECTLY OR INDIRECTLY

1. Seizure or destruction of "covered product" by order of governmental authority.
2. 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, including undeclared or civil war; warlike action by a military force; or 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, including technological obsolescence, or depreciation of the "covered product".
5. Manufacturer's recall; or error or omission in design, programming, or system configuration.
6. Cosmetic damage, however caused, that does not affect the manufacturer's intended use. This includes, but is not limited to cracking, marring, or scratching; change in color or other change in the exterior finish; or expansion or contraction.
7. "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. "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, cleaning, adjusting, repairing, modifying, installing, servicing, maintaining, or performing any other work upon "covered product" that is intended to alter, improve, maintain, or enhance the performance of the product.
10. "Computer virus" or any other malicious code or similar instruction that disrupts the normal operation of the "covered product"; or results in destruction of or unsuitability of data or programs stored in the "covered product".
11. Voluntarily parting with "covered product" by the "enrolled customer" or by any person entrusted with "covered product", whether induced to do so by any fraudulent scheme, trick, device or false pretense.
12. Abuse, intentional acts, or use of the "covered product" 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 do what is reasonably necessary to minimize the "loss" and to protect the "covered product" from any further "loss".
14. Insects, rodents, or other vermin.
15. Pollution or "Pollutants"
16. Normal wear and tear or any condition existing prior to date of enrollment of the "enrolled customer".
17. "Covered product" that has had its identification number removed, defaced, or altered.
18. Personalization, customization, or downloaded software and applications.

19. Unauthorized repair or replacement of "Covered Product".

## **B. LOSS THAT OCCURS**

1. "Loss" that occurs before the product is "covered product".
2. "Loss" that occurs in any period for which the "enrolled customer" has not paid the required premium.
3. "Loss" that occurs after the effective date of cancellation of any enrollment.
4. "Loss" that occurs during the 30-day waiting period after policy inception.

## **SECTION 3 – LIMITS OF LIABILITY**

The Named Insured's coverage under this policy is limited as described in the Limits of Liability section of the Coverage Certificate.

### **A. PER OCCURRENCE LIMIT**

We will pay a maximum of \$2,000, less deductible listed on the Declarations, for each approved "loss".

### **B. AGGREGATE LIMIT**

We will pay a maximum of \$2,000, less deductible(s) listed on the Declarations, for all "loss"(es) for Named Insured that occur within a 12-month period.

The aggregate limit includes all losses incurred and covered by us, under any prior consecutive policy,

If you exceed the aggregate limit, coverage will be considered suspended until 30 days have passed and total amount of current "loss"(es) falls below aggregate limit.

## **SECTION 4 – POLICY CONDITIONS**

### **A. POLICY CANCELLATION**

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

1. 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.
2. "Enrolled customers" may cancel their protection at any time by mailing or delivering to us advance written notice of cancellation.
3. We may terminate your authority to enroll new customers by mailing or delivering to you written notice at least:
  - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
4. Such action will not affect any protection for customers already enrolled.
5. We or you may cancel the protection for a specific "enrolled customer" by mailing or delivering written notice to such customer at least:
  - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
6. The party sending such notice has the responsibility of notifying the other that such notice has been sent.
7. We will mail or deliver our notice to the Named Insured's last mailing address known to us.
8. Notice of cancellation will state the effective date of cancellation. The coverage will end on that date.
9. 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".
10. If notice is mailed, proof of mailing will be sufficient proof of notice.

## **B. WHEN COVERAGE APPLIES**

Coverage applies according to the following provisions:

1. Eligible wireless phone(s) must have an active plan on the Wireless Service Provider network.
2. Eligible product listed in the Schedule shall be covered following the expiration of any applicable "waiting period". Such "waiting period" will begin on the effective date of this policy.
3. Product we provided as a replacement to an "enrolled customer" is covered beginning once the "enrolled customer" or their representative takes possession.
4. Coverage applies only to product that has incurred "loss" or damage from those Covered Causes of Loss listed on the Declarations or Certificate during the period for which the "enrolled customer" has paid the required premium. Named Insured must provide proof of purchase verifying that product was acquired during the time coverage was in effect.
5. You must have activated the standard tracking application provided on your Equipment, keep it activated for the duration of the term of your coverage, and validate proof of your identity through your online account at the time you make a claim to be and remain eligible for Coverage.

## **C. CHANGES TO THE POLICY**

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".

## **D. PREMIUMS**

The Named Insured shown on the Declarations and/or Schedule:

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

## **E. 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.

## **F. 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 product";
- c. The "enrolled customer's" interest in the "covered product"; or
- d. A claim under this policy.

## **G. 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) two (2) years after the "enrolled customer" has knowledge of "loss"; or
  - (2) The termination of this policy.

## **H. DEDUCTIBLES**

The Deductible amount shown on the Declarations is payable by the “enrolled customer” for each claim for “loss” to each “covered product”. The Deductible is nonrefundable and is based on the category of the “covered product”.

## **I. OTHER INSURANCE**

If the “enrolled customer” has other insurance or coverage for the “covered product” as listed on this policy, this policy will apply as secondary coverage. This means that we will pay for “loss” after the other insurance pays, unless specifically excluded.

## **J. CONDITIONS IN THE EVENT OF LOSS**

1. In the event of a covered “loss”, at our sole discretion, we will arrange for the repair or replacement of the lost, stolen or damaged “covered product”. We have no obligation to repair, replace or restore electronic data, programming or applications on the “covered product” nor are we responsible for any consequential damages arising from the loss of use of the “covered product”. Our repair of “covered product” or delivery of replacement equipment fulfills our obligation.
2. Replacement product and/or repair parts may be refurbished product and/or product of like kind and quality. Such product may be a different brand, model, and/or color and contain non-original manufacturer parts and accessories.
3. Product 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 product”.
4. Unless requested otherwise by “enrolled customer” via 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. Any rights the “enrolled customer” has against anyone causing “loss” to “covered product” are transferred to us upon our fulfillment of our duties. The “enrolled customer” shall do nothing following such “loss” to impair such rights.
6. You may, at our discretion, receive a cash settlement for “covered product”, not to exceed the replacement cost of the product, in the form of a check, ACH payment, prepaid debit/credit cards, gift card or an electronic payment.

## **K. DUTIES IN THE EVENT OF LOSS**

1. In the event that “covered product” is lost or stolen and is a wireless phone, 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 30 days if such delay prejudices our ability to handle the claim.
4. All claims must be submitted through the Authorized Service Representative for our approval prior to any action on that claim. Any claims that are not submitted through the Authorized Service Representative for our approval will not be fulfilled.
5. All product for which we issue replacement product becomes our property. If “covered product” is damaged or malfunctioning, the “enrolled customer” is required to return such product at our expense. Should the “enrolled customer” be unable or unwilling to return the damaged, malfunctioning, or recovered product 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.
6. You must do what is reasonably necessary to prevent any further loss or damage to “covered product”.
7. If we request, you or your “enrolled customer” must provide us:

- a. A detailed proof of loss statement, a police report case number, and/or a copy of policy report;
- b. Copy of original bill of sale;
- c. Proof of identity;
- d. Proof of product usage;
- e. Affidavit of "loss";
- f. Any other reasonably requested records and documents.

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

- 8. We have the right to inspect and examine product and records proving the "loss".
- 9. 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.
- 10. The Named Insured and the "enrolled customer" must cooperate with us.
- 11. The "enrolled customer" must take delivery of replacement product or obtain the authorized repair within 30 days of claim approval by us.







## 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)

# **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**

# Michigan Changes



Master Policy No.  
2024IM03LW-MI

Eff. Date of Policy  
03/01/2024

Eff. Date of Endorsement  
03/01/2024

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

This endorsement modifies insurance provided under the:

### COMMERCIAL INLAND MARINE COVERAGE FORM - ELECTRONIC EQUIPMENT

- A. The Conditions of this Coverage Part that are in conflict with the statutes of the State of Michigan are amended to conform to such statutes.
- B. Paragraph A. **POLICY CANCELLATION** of **SECTION 4 – POLICY CONDITIONS** is replaced by the following:

#### A. POLICY CANCELLATION

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

1. You may cancel your authority to enroll customers by mailing or delivering to us or our authorized agent advance written notice of such intent. Such action will not affect any protection for customers already enrolled.
2. "Enrolled customers" may cancel their protection at any time.
3. We may terminate your authority to enroll new customers by mailing or delivering to you written notice at least:
  - (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
  - (b) 60 days before the effective date of cancellation if we cancel for any other reason.

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

4. We or you may cancel the protection for a specific "enrolled customer" by mailing or delivering written notice to such customer at least:
  - (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
  - (b) 60 days before the effective date of cancellation if we cancel for any other reason.

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

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

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

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

**C.** The following is added to **SECTION 4 – POLICY CONDITIONS**:

**A. NONRENEWAL**

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

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

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