

PLATEAU CASUALTY INSURANCE COMPANY
2701 North Main Street, Crossville, TN 38555 (800-752-8328)

PORTABLE ELECTRONICS INSURANCE POLICY

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This **Policy, Certificate of Insurance, the Declarations and Schedule Page, and any Endorsements** constitute a complete **Policy**.

INTRODUCTION

This is a **Policy** between **You** and **Us**. **Your** rights and duties under this **Policy** may not be assigned without **Our** written consent. **PLEASE READ YOUR POLICY CAREFULLY.**

DEFINITIONS

Abuse means:

1. improper usage or careless treatment of **Covered Property**;
2. intentional or reckless damage or destruction of property;
3. operation of the **Covered Property** outside the permitted or intended uses described by the manufacturer's instructions.

Accessories means items included with the purchase of Your Wireless Device that are not embedded with the Wireless Device including but not limited to power cords, headphones, and any removable attachment.

Authorized Representative means the entity Administering the business as shown on the **Declarations and Schedule Page**.

Authorized Service Facility means the location or locations that serve as a repair or replacement facility for the program and supplies repairs or replacements for **Covered Property**. Selection of the **Authorized Service Facility** will be at the sole discretion of **Us** or **Our Authorized Representative**.

Communications Service Provider means the provider of the wireless telephone service for **Covered Property**.

Computer Virus means any unauthorized intrusive code or programming that is entered by any means into covered data processing equipment, **Software**, SIM Card, programs, systems or records and interrupts the operations of **Covered Property**.

Cosmetic Damage or Restoration means damages or changes to the physical appearance of the **Covered Property** that do not impede or hinder the normal operational function of the **Covered Property** such as scratches, abrasions, change in color, texture or finish.

Covered Cause of Loss (Loss) means:

- **[Mechanical Breakdown:** means the inability of a covered part(s) to perform the function(s) for which it was designed, due solely to defects in materials or workmanship.]
- **[Accidental Damage:** means destruction, loss or damage that is accidentally, suddenly, unintentionally and unexpectedly caused by an identifiable event (or any event excluded by this Policy). Accidental Damage does not include the misplacement, or failure to locate any item nor unexplained disappearance of any item.]
- **[Lost:** means a **Covered Property** that is no longer possessed and is unable to be found due to its whereabouts being unknown.]
- **[Theft:** means a **Covered Property** that has been taken without consent and is not recoverable.]
- **[Perils: Fire, Flood, VM&M:** means the **Covered Property** has been damaged due to a fire, flood or vandalism and malicious mischief.]
- **[Power Surge:** means a sudden spike in electricity due to lighting or sudden change in electrical load which causes damage to the **Covered Property**.]

Covered Property means the wireless device, portable electronic or personal computer for which the unique identification number (International Mobile Equipment Identity (IMEI), Electronic Serial Number (ESN), or Mobile Equipment ID (MEID)) is on record with **Us** and any **Accessories** which are lost or damaged at the same time as such **Wireless Devices**. The **Covered Property** must be of a make and model that are eligible for coverage under this **Policy** as listed on the **Declarations and Schedule Page**. [All **Covered Property** must be protected by a protective case.]

Deductible means the amount **You** are required to pay for each claim **Occurrence**.

Equipment Provider means the retail wireless / portable electronics dealer, distributor, manufacturer, educational institution or carrier from which **Covered Property** was purchased.

Intentional Parting means any act done purposely that contributes to the **Loss** or **Theft** of the **Covered Property**. Such acts include, but are not limited to voluntary parting with the **Covered Property** in a community shared or public space by **You** or anyone entrusted with the **Covered Property**, surrendering the **Covered Property** to any non-governmental authority regardless of inducement to do so and entrusting or issuing the **Covered Property** to any of **Your** authorized representatives.

[Mechanical and/or electrical breakdown means the failure of a covered part due to faulty workmanship or faulty materials supplied by the original manufacturer or distributor when operated according to the manufacturer's instructions.]

Mysterious Disappearance means the disappearance of property without knowledge as to place, time or manner of its **Loss**.

Named Insured refers to the **Named Insured** shown on the **Declarations and Schedule Page** of this **Policy**.

Neglect means **Your** disregard to use all reasonable means to save and preserve Covered Property.

Occurrence means any one **Loss** or series of **Losses** arising out of one event for any one scheduled item.

Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant including but not limited to bodily fluids, condensation, smoke, vapor, soot, fumes, acid, alkalis, chemicals, artificially produced electric fields, magnetic field, electromagnetic field, sound waves, microwaves, and all artificially produced ionizing or non-ionizing radiation and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Preexisting Condition means failures, defects, damages or **Loss**, that existed or **You** should have reasonably known to exist prior to the effective date of the **Policy**.

Reinstatement Fee means the amount **You** are required to pay to commence coverage after a thirty (30) day lapse in coverage.

Software refers to the operating system pre-loaded at the time of purchase on the **Covered Property**.

Theft means the unlawful taking or removing of property without consent and with the intent to deprive the use of the **Covered Property**.

Waiting Period means the number of days shown on **Declarations and Schedule Page** that begins on the **Policy** effective date. Claims will be honored after the **Waiting Period**. Excludes monthly programs.

Wear and Tear means the reduction in value to **Covered Property** stemming from routine use and exposure.

We, Us, and Our means Plateau Casualty Insurance Company.

Wireless Device means any equipment scheduled under this Policy used for communication purposes that receives sound, data or information of any kind and contains a battery.

You and Your means the **Named Insured** shown on the **Declarations and Schedule Page**.

COVERAGES

In return for the payment of the premium shown on the **Declarations and Schedule Page**, **We** will cover direct physical **Loss** to **Covered Property** from any of the **Covered Causes of Loss** as selected on the **Declarations and Schedule Page**.

Property Not Covered

- a. Contraband or property in the course of illegal transportation or trade.
- b. Any antenna or wiring that is attached to, or protrudes from, or is on the exterior of any vehicle or watercraft.
- c. Property in transit to **You** from a manufacturer or seller that is not the **Authorized Service Facility**.
- d. Color face plates, personalized data, or customized or downloaded **Software**, such as personal information managers (PIM's), ring tones, games, or screen savers.
- e. Removable memory cards (except SIM cards).

EXCLUSIONS

We will not cover a **Loss** under this **Policy** and no payment shall be made for any **Loss** resulting in whole or in part from, contributed to by, or as a natural and probable consequence of the following risks even if the proximate or precipitating cause of the **Loss** is caused directly or indirectly by any of the following:

1. Depreciation, depletion, deterioration, obsolescence, including technological obsolescence, corrosion, erosion, normal **Wear and Tear**, inherent vice or latent defect, faulty materials, or design errors.
2. **Neglect** including not following the original equipment manufacturer's guidelines for operations and use.
3. Change or enhancement in color, texture, finish, expansion, contraction, or any **Cosmetic Damage or Restoration of Covered Property** however caused, including, but not limited to, scratches, marring, and cracked displays that occur to **Covered Property** that does not affect the mechanical or electrical function of the **Covered Property**.
4. Any increase in **Loss** caused by or resulting from enforcement of any ordinance, law, regulation, rule or ruling regulating or restricting repair, replacement, alteration, use, operation, construction, or installation.
5. Governmental Action - Seizure or destruction of property by order of governmental authority.
6. Any earth movement, including but not limited to earthquake, subsidence, sinkhole collapse, landslide, mudslide, earth sinking, or tsunami.
7. Nuclear Hazard, reaction or radiation, or radioactive contamination, however caused. Nuclear Hazard includes:
 - (a) Any weapon employing atomic fission or fusion; or
 - (b) Nuclear reaction or radiation, or radioactive contamination from any other cause.
8. War, including undeclared or civil war, and war like action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
9. **Computer Virus**, whether intentional or unintentional, and whether such **Loss** be direct or indirect, proximate or remote or be in whole or in part caused by, contributed to or aggravated by the **Covered Causes of Loss** insured against under this **Policy**.
10. Delay, **Loss** of use, **Loss** of market or any other consequential **Loss**, interruption of business or inconvenience; an increase of **Loss** or damage caused by or resulting from the delay in replacing **Covered Property** due to interference at the location of repair or replacement by strikers, other persons, or any other **Cause of Loss**.
11. Dishonest or criminal act committed by:
 - (1) **You**, or any of **Your** authorized representatives;
 - (2) Anyone else with an interest in the property or their authorized representatives; or
 - (3) Anyone else to whom the property is entrusted for any purpose.This exclusion applies whether or not such persons are acting alone or in collusion with other persons.

12. Programming errors including the inability of a program to function properly beyond a naturally occurring calendar date.
13. **Loss** to accounts, bills, checks, valuable papers, records, abstracts, deeds or manuscripts.
14. **Loss** or damage to **Covered Property** while it is being serviced, repaired, or replaced by an unauthorized facility, an unlicensed repairer, or an unauthorized or unlicensed on-sale facility.
15. **Loss** or damage caused by faulty construction, **Preexisting Conditions**, error or omission in design, programming, system configuration, or any original defect in any **Covered Property** or recall by the manufacturer.
16. Faulty repair, adjusting, installation, servicing, or maintenance unless fire or explosion ensues and then only for **Loss** or damage by ensuring fire or explosion,
17. **Loss** due to damage caused by the physical environment such as dust, condensation or evaporation, dampness, dryness, cold or heat including rust or corrosion caused by any of these factors. This includes but is not limited to continuous or repeated exposure to the same general harmful conditions in addition to rodents, vermin, insects, or other wild animals.
18. Any **Malfunction** including **Mechanical and/or Electrical Breakdown** covered by the terms of the manufacturer's warranty.
19. Programming, data reconstruction, data recovery, program installation and/or reconfiguration, except as defined in the **Policy Provisions**.
20. **Loss** to **Covered Property** permanently contained on or permanently installed in rolling stock, watercraft, aircraft, spacecraft or motor vehicles licensed for highway use.
21. **Loss** to data, personal information managers, ring tones, contact lists, video, screen savers, stylus, external keyboard, headphones, or other accessories. **Loss** or damage to batteries (unless batteries are listed as an **Accessory** on the **Declarations and Schedule Page**), personalized data, or customized **Software**, such as personal information managers (PIM's), ring tones, games, or screen savers; or **Loss** or damage to antennas, external housings or casings that does not affect the mechanical or electrical function of the **Covered Property**.
22. **Intentional Parting** with any property by the registered owner or anyone entrusted with the property whether or not induced to do so by any fraudulent scheme, trick, device or false pretense.
23. The presence, discharge, dispersal, seepage, migration, release or escape of **Pollutants**.
24. Preventative maintenance or preferential adjustments.
25. Use of the **Covered Property** in a manner for which it was not designed or intended by the manufacturer, or failure to follow the manufacturer's installation, operation or maintenance instructions. Any damage that is the result of **Abuse** or of any intentional act.
26. **Covered Property** which has had its serial number, IMEI, HEX or ESN altered, defaced, removed or the IMEI, HEX or ESN does not match.
27. **Loss** during the **Waiting Period** or arising out of an **Occurrence** during the **Waiting Period**.
28. The **Covered Property** while in transit to **You** from a manufacturer or seller that is not the **Authorized Service Facility**.
29. Any accessories other than the standard battery and home charger, and as listed on the **Declarations and Schedule Page**.
30. Any other direct or indirect result of a **Loss** to **Covered Property** not listed.
31. **Loss** or damage to batteries (unless batteries are listed as an **Accessory** on the **Declarations and Schedule Page**), color face plates, personalized data, customized or downloaded **Software**, such as personal information managers (PIM's) ring tones, games, or screen savers; or loss or damage to antennas, external housings or casings that does not affect the mechanical or electrical function of the **Covered Property**.
32. Contraband or property in the course of illegal transportation or trade.
33. Any antenna or wiring that is attached to, or protrudes from, or is on the exterior of any vehicle or watercraft.
34. Property in transit to **You** from a manufacturer or seller that is not the **Authorized Service Facility**.
35. Removeable memory cards (except SIM cards).
36. A **Loss** to **Covered Property** that is not a **Covered Causes of Loss** and is not selected on the **Declarations and Schedule Page**.
- [37. **Covered Property** without a Protective Case at the time of **Loss** due to **Accidental Damage**, unless Protective Case Coverage is selected on the **Declarations and Schedule Page**.]

CONDITIONS

Coverage Territory

The coverage territory is worldwide but the cost of repair or replacement will be valued in U.S. currency at the time of repair or replacement.

Limits of Insurance

The Aggregate Limit of Insurance is the most **We** will pay for all **Loss** or damage under this **Policy** or the maximum number of **Occurrences** for a designated period of time, shown in the **Declarations and Schedule Page**. Subject to the Aggregate Limit of Insurance, the most **We** will pay for **Loss** or damage in any one **Occurrence** to each **Named Insured** is the applicable **Occurrence Limit of Insurance** shown in the **Declarations and Schedule Page**.

Deductible

In the event there is a deductible, Each **Occurrence** is subject to a nonrefundable deductible as shown in the **Declarations and Schedule Page**. Such deductible must be paid prior to replacement of any **Covered Property**.

Duties In The Event Of Loss

You must see that the following are done in the event of **Loss** or damage to **Covered Property**:

1. In the event that **Covered Property** is lost or stolen and **Covered property** has wireless service provided by a communication service provider, notify the **Communications Service Provider** as soon as possible to suspend service.
2. If a claim involves a violation of law or any **Loss** of possession, promptly notify the law enforcement agency with jurisdiction and obtain confirmation of this notification.
3. Report the **Loss** or damage promptly to **Us** not later than ten (10) days from the date of **Loss** or damage. If the **Loss** or damage is not reported within ten (10) days, **Your** claim will be forfeited. All claims must be submitted through **Our Authorized Representative** shown in the **Declarations and Schedule Page** (hereinafter **Our Authorized Representative**) for **Our** approval prior to the delivery of replacement equipment. Any claims that are not submitted through **Our Authorized Representative** for **Our** approval will not be honored and fulfilled.
4. In the event of **Theft**, provide **Us** with a detailed proof of **Loss**, a police report case number, and/or a copy of the police report filed for **Theft**, attempted **Theft**, or vandalism within thirty (30) days of the date the **Loss** or damage is reported prior to receiving replacement equipment.
5. Proof of Loss requirements are satisfied once all requested information and the deductible has been received by **Us** or **Our Authorized Representative** within thirty (30) days of the date of **Loss**, as outlined in these Conditions. All damaged **Covered Property** that has been replaced, or lost or stolen **Covered Property** that has been recovered, is considered the property of the **Authorized Representative**.
6. If lost or stolen **Covered Property** is recovered, it must be returned to the **Authorized Service Facility** at **Our** expense. The **Covered Property** should not remain activated nor be reactivated except with prior consent from **Us**. If **Covered Property** is not returned to **Us** within sixty (60) days of receipt of the replacement equipment, a salvage non-return fee may be billed to **You**. The salvage non-return fee will not exceed the value of the **Covered Property** that was not returned.
7. As often as may be reasonably required, permit **Us** to inspect the **Covered Property** proving the **Loss** or damage and examine **Your** books and records.
8. Cooperate with **Us** in the investigation or settlement of the claim.
9. Provide a copy of the original bill of sale.
10. **We** may examine **You** under oath, at such times as may be reasonably required, about any matter relating to this insurance or any claim, including **Your** books and records. In the event of an examination, **Your** answers must be signed. Provided, however, that any such examination of a minor shall be conducted in the presence of said minor's parent or guardian.
11. Provide **Us** with all of the necessary information required to approve repair or replacement of the **Covered Property** within thirty (30) days of the date that **You** report the **Loss** or damage to **Us**. Failure on **Your** part to take delivery of the replacement equipment within ninety (90) days of claim approval by **Us** will result in forfeiture of **Your** claim.

Loss/Claim Settlement

1. In the event of **Loss to Covered Property**, **We** will arrange for the replacement of the lost or, stolen **Covered Property** through the **Authorized Service Facility**.
2. **You** will not be entitled to receive cash in lieu of replacement equipment. In no event will **You** be reimbursed for any out-of-pocket expenses.
3. Replacement equipment may be refurbished equipment or equipment of a like kind and quality subject to the following:
 - a. If **Your** original make and model of equipment is no longer carried by **Your Communications Equipment Provider** and is not available from its approved inventory in the **Authorized Service Facility** at the time of approval of **Your** replacement request. **You** will receive comparable equipment as determined and authorized by **Us** or our Authorized Service Facility.
 - b. Equipment failure evaluations performed by the **Communications Equipment Provider** and/or **Our Authorized Representative** and/or the manufacturer may be required prior to approval of **Your** request for replacement of the **Covered Property**.
4. For all claims for covered **Loss** under this **Policy**, once approved, the replacement device will be shipped to **You** after presentation and acceptance of satisfactory proof of interest and **Loss** or damage to **Our Authorized Representative** and satisfaction by **You** of **Your** Duties in the Event of a **Loss**. In the event of replacement, **We** or our Authorized Service Facility will ship approved replacement equipment directly to **You** within the United States.
5. Any recovery or salvage on a **Loss** will accrue, entirely to **Our** benefit, until the cost of the claim incurred by **Us** has been made up. **You** must return to **Us** or our Authorized Service Facility any damaged and malfunctioning equipment as well as any recovered lost or stolen equipment.
6. If any **Accessories** are shown on the **Declarations or Schedule Page**, **We** will cover the cost associated with replacement of such **Accessories** up to a maximum retail value of **Accessories** shown on the **Declarations and Schedule Page**. Any amount in excess of the maximum retail value will be **Your** responsibility.

Prompt Payment of Claims

Within fifteen (15) days after **We** receive written notice of loss, **We** will:

1. Acknowledge receipt of the claim. If **We** do not acknowledge receipt of the claim in writing, **We** will keep a record of the date, method and content of the acknowledgment;
2. Begin any investigation of the claim; and
3. Request a signed, sworn proof of loss, specify the information **You** must provide and supply **You** with the necessary forms. **We** may request more information at a later date, if during the investigation of the claim such additional information is necessary.

We will notify **You** in writing as to whether:

1. the claim or part of the claim will be paid;
2. the claim or part of the claim has been denied, and inform **You** of the reasons for the denial;
3. more information is necessary; or
4. **we** need additional time to reach a decision. If **we** need additional time, **we** will inform **You** of the reasons for such need.

We will provide notification as described in the above paragraph, within:

1. fifteen (15) business days after **We** receive the signed, sworn proof of loss and all information **We** requested; or
2. thirty (30) business days after **We** receive the signed, sworn proof of loss and all information **We** requested, if **We** have reason to believe the loss resulted from arson.

If **We** have notified **You** that **We** need additional time to reach a decision, **We** must then either approve or deny the claim within forty-five (45) days of such notice.

We will pay for a **Covered Loss** within five (5) business days after **We** have notified **You** that payment of the claim or part of the claim will be made.

However, if payment of the claim or part of the claim is conditioned on **Your** compliance with any of the terms of this Policy, **We** will make payment within five (5) business days after the date **You** have complied with such terms.

The term "business day", as used in this section, means a day other than Saturday, Sunday or a holiday recognized by a state.

Catastrophe Claims

If a claim results from a weather related catastrophe or a major natural disaster, as defined by the commissioner, the claim handling and claim payment deadlines described in (1) through (3) above are extended for an additional fifteen (15) days.

Catastrophe or Major Natural Disaster means a weather related event which is:

1. Declared a disaster under state law; or
2. Determined to be a catastrophe by the Department of Insurance.

Abandonment

There can be no abandonment of any property to **Us**.

Subrogation

If **We** make any payment under this **Policy** and **You** have a right to recover damages from another, **We** shall be subrogated to that right. However, **Our** right to recover is subordinate to that person or organization's right to be fully compensated for **Loss**.

Waiver or Change of Policy Provisions

This **Policy** contains all the agreements between **You** and **Us** concerning the insurance afforded. This **Policy's** terms can be amended or waived only by endorsement issued by **Us** and made a part of this **Policy**.

Transfer or Assignment of Your Rights and Duties Under This Policy

Your interests, rights and duties under this **Policy** may not be transferred or assigned without **Our** prior written consent except in the case of **Your** death.

If **You** die, **Your** rights and duties will be transferred to **Your** legal representative but only while acting within the scope of duties as **Your** legal representative. Until **Your** legal representative is appointed, anyone having proper temporary custody of **Your Covered Property** will have **Your** rights and duties, but only with respect to the **Covered Property**.

Transfer Of Rights Of Recovery and Duties To Us

If any person or organization to or for whom **We** honor a claim under this **Policy** has rights to recover damages from another, those rights are transferred to **Us**. That person or organization must do everything necessary to secure **Our** rights and must do nothing after **Loss** to impair them. But **You** may waive **Your** rights against another party in writing:

- a. Prior to a **Loss** to the **Covered Property**.
- b. After a covered **Loss** to the **Covered Property** only if, at time of **Loss** that party is one of the following:
 - (1) someone covered under this **Policy**;
 - (2) a business firm:
 - (a) Owned or controlled by **You**;
 - (b) That owns or controls **You**; or
 - (c) **Your** tenant.

This will not restrict **Your** insurance.

Other Insurance

You may have other insurance that covers the property scheduled under this **Policy**. If **You** do, this **Policy** provides primary insurance. This means that **We** will pay before the other insurance pays unless specifically excluded herein.

Legal Action Against Us

No suit, action or proceedings for recovery of any loss under this **Policy** will be sustainable in any court of law, equity or other tribunal unless all the requirements of this **Policy** are complied with and such suit, action or proceedings for recovery of any loss is commenced within twelve (12) months after the final statement of loss has been submitted to **Us** by **You**.

Cancellation

1. **You** may cancel **Your** coverage under this **Policy**. **You** must notify **Us** or **Our Authorized Representative** in writing by mailing or delivering to **Us** advance written notice stating when such cancellation is effective.
2. **We** may cancel **Your** coverage under this **Policy** by mailing or delivering to **You** written notice of cancellation, or by delivering notice electronically, at **Our** option, to **You** at least:
 - a. Ten (10) days before the effective date of cancellation if **We** cancel for nonpayment of premium; or
 - b. Thirty (30) days before the effective date of cancellation if **We** cancel for any other reason.
3. **Our** notice will be emailed, mailed or delivered to **You** at the last mailing address known to **Us**.
4. Notice of cancellation will state the effective date of cancellation and all insurance for **You** under this **Policy** will end on that date.
5. If this **Policy** is cancelled, unearned premium will be computed on a Pro Rata method, provided no claim has been made against this **Policy**. **We** will refund:
 - a. upon mailing of the notice of cancellation; or
 - b. as soon as practicable.
6. If cancellation notice is mailed, proof of mailing will be sufficient proof of notice.
7. If the insurance provided to **You** under this **Policy** is provided on a month to month term basis and **You** cease to be a valid, active and current subscriber of **Your Communications Equipment Provider**.
8. In the event of any material change in the coverage terms or deductible for monthly premium, **You** will be provided sixty (60) days advance written notice of such changes. **You** may cancel coverage at any time without penalty provided no claim has been made against this **Policy**, but if **You** continue to pay monthly premiums after a change in monthly premiums, coverage terms or the deductible, **You** will be bound by those changes. No changes that restrict coverage will be made to this **Policy** during the **Policy** period without **Your** consent.

Non-Renewal

- a. If **We** decide not to renew this **Policy**, **We** will mail **You** written notice of nonrenewal, or send it electronically, at **Our** option, at least thirty (30) days before:
 - (1) Its expiration date; or
 - (2) Its anniversary date, if it is a **Policy** written for a term of more than one (1) year and with no fixed expiration date.

However, **We** are not required to send this notice if nonrenewal is due to **Your** failure to pay any premium required for renewal.
- b. **We** will mail our notice to **Your** mailing address last known to **Us**. If notice is mailed, proof of mailing will be sufficient proof of notice.

Concealment, Misrepresentation, or Fraud

This coverage is void in any case of fraud, intentional concealment or misrepresentation of a material fact, at any time, even at time of claim concerning:

- a. This coverage;
- b. The **Covered Property**;
- c. **Your** interest in the **Covered Property**; or
- d. A claim under this **Policy**.

If, when inspected by the **Authorized Service Facility**, the make/model and condition of the **Covered Property** does not match that as attested to in the Proof of **Loss** statement, or is not damaged, the **Authorized Representative** reserves the right to

charge **You** the full retail value of the replacement device issued (up to a maximum amount shown in **Item 7** of the **Declarations and Schedule Page**).

No Benefit to Bailee

No person or organization, other than **You**, having custody of the **Covered Property**, will benefit from this insurance.

Physical Environment

You agree to take due care to maintain a physical environment, such as levels of temperature, humidity, and dust, in keeping with the recommendations of the manufacturer for the insured property.

Bankruptcy

The bankruptcy or insolvency of **You** or **Your** estate will not relieve **Us** of any obligation under this **Policy**.

Liberalization

If **We** adopt any revision that would broaden the coverage under this **Policy** without additional premium within forty-five (45) days prior to or during the **Policy** period, the broadened coverage will immediately apply to this **Policy**.

Premiums

The **Named Insured** shown on the **Declarations and Schedule Page**:

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums **We** pay.

The premium shown in the **Declarations and Schedule Page** will be payable in advance or monthly dependent on the type of coverage elected. The **Named Insured** has thirty (30) days after receiving the **Policy** to determine if they want to keep the coverage without any premium being earned.

The premium shown on the **Declarations and Schedule Page** was computed based on rates in effect at the time the **Policy** was issued. On each renewal, continuation, or anniversary of the effective date of this **Policy**, **We** will compute the premium in accordance with **Our** rates and rules then in effect. If **We** make a change in **Your** monthly premium **You** will be provided sixty (60) days advance written notice of such change. **You** may cancel coverage at any time without penalty, but if **You** continue to pay monthly premiums after a change in monthly premiums, coverage terms or the deductible, **You** will be bound by those changes. No changes that restrict coverage will be made to this **Policy** during the **Policy** period without **Your** consent.

Reinstatement Fee – Monthly Program Only

If **Your** monthly **Policy** has lapsed for more than a thirty (30) day period or one billing cycle, in order to be reinstated the **You** are required to pay the past due, outstanding balance plus a reinstatement fee as shown on the **Declarations and Schedule Page**.

Entire Contract

This **Policy** and the **Declarations and Schedule Page** contains all the agreements between **You** and **Us** concerning the insurance afforded. This **Policy's** terms can be amended or waived only by issuance of a new **Policy** or Endorsement issued by **Us** and made a part of this **Policy**.

Conformity to Statute

This **Policy** is amended to comply with the statutes of the jurisdiction:

1. where it is issued; and
2. on the effective date.

Applicable Law

We agree that any terms of the **Policy** not in conformity with applicable law are conformed to comply with such law. If any portion of the **Policy** is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this **Policy**.

Changes

This **Policy** contains all the agreements between **You** and **Us** concerning the insurance afforded. The **Policy's** terms can be amended or waived only by endorsement issued by **Us** and made a part of the **Policy**.

Appraisal

Upon voluntary agreement between **You** and **Us**, an appraisal may be conducted to determine the value of the **Covered Property** or the means or satisfaction of **Loss**. Within twenty (20) days of the date the parties agree to an appraisal each party shall select a competent and disinterested appraiser. The appraisers will then select an umpire. In the event the appraisers cannot agree on an umpire, they may request that the selection of the umpire be made by a judge of a court having jurisdiction. Each appraiser will determine the value of the **Covered Property** or the means or satisfaction of **Loss**. If the determinations

made by the appraisers are not the same, then each appraiser will submit his value of the **Covered Property** or the means or satisfaction of **Loss** to the umpire. A decision agreed to by any two will determine the value of the **Covered Property** or the means or satisfaction of **Loss**. Each party will: (i) pay for its chosen appraiser and (ii) bear the expenses of the appraisal and the umpire equally. If there is an appraisal: a. **You** will still retain **Your** right to bring a legal action against **Us**, subject to the provisions of **Legal Action Against Us Condition**; and b. **We** will still retain **Our** right to deny the claim.

In Witness thereof, **We** have caused **Your Policy** to be signed by **Our** President and Secretary and countersigned, if required, by **Our** duly **Authorized Agent**.

Eurotha J. Roberts

SECRETARY

Joseph Mulendy

PRESIDENT

SAMPLE