

New Hampshire Insurance  
Company (a capital stock company)  
("Company")

Administrative Offices  
1271 Avenue of the Americas  
New York, NY 10038  
Telephone No. 212-770-7000

**COMMERCIAL INLAND MARINE  
WIRELESS COMMUNICATIONS EQUIPMENT  
COVERAGE CERTIFICATE**

VARIOUS PROVISIONS IN THIS COVERAGE CERTIFICATE ("CERTIFICATE") RESTRICT COVERAGE. READ THE ENTIRE CERTIFICATE CAREFULLY TO DETERMINE YOUR RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED. A COPY OF THE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS AVAILABLE FOR YOUR INSPECTION.

Throughout this Certificate the words "You" and "Your" refer to an Insured Customer. "Company", "We", "Us" and "Our" refer to the insurance company providing this insurance. "Authorized Representative" refers to AppleCare Service Company, Inc., an Arizona Corporation.

Other words and phrases, whether expressed in the singular or plural, that appear in boldface are defined in the DEFINITIONS of this Certificate.

**I. COVERAGE**

Subject to all terms, conditions, exclusions and limits of insurance pursuant to this Certificate, and in return for You paying the premium when due, We agree to provide the insurance pursuant to this Certificate provided that any **Loss to Equipment** occurs while Your coverage is in effect. This insurance is primary over any other insurance You may have.

The coverage pursuant to this Certificate begins at 12:01 a.m. pursuant to Section V, Coverage Effective Date. The information pertaining to Your coverage pursuant to this Certificate is included in Your receipt, invoice, or other documentation from the Named Insured and is incorporated by reference in this Certificate and specifically includes the name and address of the Insured Customer and information to determine the effective date of coverage.

This Certificate covers Your **Equipment** for **Loss** as long as it is eligible for coverage. We will replace Your Equipment in the event of a Loss.

**NOTE: 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.**

If You receive a replacement as a result of Your **Loss**, You agree that the replacement:

1. may not include identical features and functions as the **Equipment**;
2. may be remanufactured, refurbished and may contain non-original manufacturer parts; and
3. may be a different model, brand and color.

## II. COVERED CAUSES OF LOSS

We will cover the **Equipment** for the following causes of **Loss**:

Plan B: Theft or Lost Equipment

## III. EXCLUSIONS TO COVERED CAUSES OF LOSS

This Certificate does not cover You for the following enumerated losses and causes of loss regardless of any other cause or event that contributes concurrently or in any sequence to the loss. We will not pay for any loss directly or indirectly caused by or resulting from any of the events, conditions or following causes:

- A. The Deductible, as defined in this Certificate, which will not be covered for each claim You make.
- B. Damage to the **Equipment** which is:
  - i. caused by or resulting from normal wear or tear, gradual deterioration, inherent vice or latent defect;
  - ii. cosmetic damage including but not limited to marring, scratching, discoloration, or any type of damage or failure that doesn't affect how the **Equipment** works;
  - iii. the result of alterations, maintenance, repairs, faulty design, or any process of cleaning or restoring; or
  - iv. due to obsolescence, including technological obsolescence of the **Equipment**.
- C. **Direct, Sudden and Accidental Damage to Equipment, Theft or Lost Equipment, or Mechanical or Electrical Failure** of the **Equipment** taking place outside the **Territory**, on or after a date which is more than sixty (60) days after You left the **Territory** with the **Equipment**.
- D. Any loss You may suffer or costs incurred by You for:
  - i. loss of value, loss of use, loss of personalized **Data**, customized software, or information stored in memories, or any consequential loss (including but not limited to any economic loss or other loss of turnover, profits, business, goodwill or expected savings), except as set out elsewhere in this policy;
  - ii. **Direct, Sudden and Accidental Damage to Equipment, Theft or Lost Equipment, or Mechanical or Electrical Failure** of the **Equipment**, when repairing or replacing antennas, battery chargers or batteries where these items are the only part of the **Equipment** that have been damaged, stolen or lost;
  - iii. any **Direct, Sudden and Accidental Damage to Equipment, Theft or Lost Equipment, or Mechanical or Electrical Failure** of the **Equipment** caused by any deliberate act by You, Your employees, or any person using the **Equipment** with Your permission;
  - iv. costs or charges when replacing car kits and other accessories which can no longer be used with the **Equipment**;
  - v. any government or public authority confiscating the **Equipment**;
  - vi. returning the **Equipment** for repair, or collecting the **Equipment** once it has been repaired or costs involved with collecting replacement equipment;
  - vii. repairing or providing replacement equipment where the damage to the

**Equipment** is covered by the relevant manufacturer's guarantee or warranty for either parts or labor;

- viii. loss caused by or resulting from a **Computer Virus**;
- ix. loss caused by or resulting from preventative maintenance or preferential adjustments;
- x. loss caused by insects, rodents or other vermin;
- xi. loss caused by abuse of the **Equipment** or resulting from use of the **Equipment** in a manner for which it was not intended or designed by the manufacturer, or any act that voids the manufacturer's warranty;
- xii. the **Equipment** being routinely serviced, inspected, adjusted or cleaned;
- xiii. war risks as You are not covered for any **Direct, Sudden and Accidental Damage to Equipment, Theft or Lost Equipment, or Mechanical or Electrical Failure** of the **Equipment** arising as a result of war (whether war is declared or not), riot, terrorism, revolution or any similar event;
- xiv. repairing or replacing the **Equipment** where the **Direct, Sudden and Accidental Damage to Equipment, Theft or Lost Equipment, or Mechanical or Electrical Failure** of the **Equipment** are a result of Acts of God (a sudden, uncontrollable event produced by natural forces, such as an earthquake, hurricane, tornado, or similar event);
- xv. repairing or replacing the Equipment caused by **Mechanical and/or Electrical Failure**;
- xvi. Any property or equipment that is not **Equipment**;
- xvii. Contraband or **Equipment** in the course of illegal transportation or trade;
- xviii. Any antenna or wiring attached to, protruding from, or on the exterior of any vehicle or watercraft;
- xix. **Equipment** in transit to You from a manufacturer or seller;
- xx. **Data, Nonstandard External Media, and Nonstandard Software**;
- xxi. Color face plates or other **Non-Covered Accessories**; or
- xxii. Any **Equipment** whose unique identification number (IMEI or ESN, etc.) has been altered, defaced or removed.

#### IV. PREMIUM PAYMENTS

You will be charged the following premium for the insurance provided to You pursuant to this Certificate:

##### Line-Based Coverage

You will be charged premium corresponding to the equipment category of Your Equipment associated with Your enrolled **Wireless Number** as shown in the schedule below:

| Equipment Category | Policy Term | Premium Per Enrolled Wireless Number                    |
|--------------------|-------------|---------------------------------------------------------|
| Tier 4 Tier 5      | Monthly     | \$1.00 per Month (if purchased with a Service Contract) |

|               |           |                                                                |
|---------------|-----------|----------------------------------------------------------------|
| Tier 4 Tier 5 | 12 Months | \$10.00 per Year, (if purchased with a Service Contract)       |
| Tier 4 Tier 5 | 24 Months | \$20.00, Single Payment (if purchased with a Service Contract) |
| Tier 4 Tier 5 | 24 Months | \$30.00, Single Payment                                        |

## V. COVERAGE EFFECTIVE DATE

Your coverage for the insurance provided by Us pursuant to this Certificate is effective at 12:01 A.M. on the effective date of coverage as stated herein.

### Plan F

Your coverage begins upon Our approval. Upon Our approval, coverage is retroactive to the date of the submission of Your request for enrollment. We or Our Authorized Representative will notify You within fourteen (14) days if Your request is not approved.

### Supplemental 1

If you submit your request for enrollment for insurance coverage after the time of **Initial Activation**, the successful completion of a test call to the Equipment may be required prior to coverage becoming effective.

## VI. LIMITS OF LIABILITY

### A. Per Occurrence Limits

The most We will pay, in any one occurrence, to replace Equipment due to a Loss is the original retail price You paid for the Equipment. For any one Loss, We will not pay for a replacement having a retail value of more than the limit, less the applicable deductible set forth in Section VII.

### B. Aggregate Limits

A maximum of 2 replacements of Equipment will be allowed per **Wireless Number** in any one 12 month period.

Total Number of

Enrolled Wireless Numbers

1

Aggregate Limit

2 replacements every 12 months starting from the date of enrollment.

The 12 month period is calculated based on the **Date of Replacement** for each covered Loss.

## VII. DEDUCTIBLE

### Basic-Level Deductible

A non-refundable deductible, as set forth in the schedule below, is payable at the time a replacement is approved by us for each replacement based on the equipment category of the Equipment being replaced.

The applicable deductible is set forth in the deductible schedule below.

| Line-Based Coverage                                                       |            |
|---------------------------------------------------------------------------|------------|
| Deductibles Applicable to Each Replacement Due to Theft or Lost Equipment |            |
| Equipment Category                                                        | Deductible |
| Tier 4                                                                    | \$119.00   |
| Tier 5                                                                    | \$119.00   |

An additional non-returned equipment charge may apply (See Section IX.D) for causes other than Theft or Lost Equipment if You fail to return the Equipment as directed at the time of Loss.

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

- A. In the event of a Loss, We will arrange for the replacement of the Equipment through the **Authorized Service Facility**. We reserve the right to change the method by which the **Authorized Service Facility** may provide repair or replacement service to You, and Your Equipment's eligibility to receive a particular method of service. Service will be limited to the options available in the country where you request service. Service options, parts availability and response times may vary according to country. If service is not available for the Equipment in a country outside of the United States, You may be responsible for shipping and handling charges to facilitate service to a country where service is available. If You seek service in a country that is outside of the United States, You will comply with all applicable import and export laws and regulations and be responsible for all custom duties, V.A.T. and other associated taxes and charges.
- B. You will not be entitled to receive cash, though We may elect to provide a voucher or gift card, at our discretion, equal to the current market value of the Equipment, as determined by Us, not to exceed the original purchase price of the Equipment, including taxes, in lieu of actual replacement of the Equipment. Technological advances may result in a replacement with a lower selling price than the original Equipment.
- C. At Our option, we may provide substitute equipment that:
1. Is of like kind and quality;
  2. Is either new or refurbished, and may contain original or non-original manufacturer parts; and
  3. May be a different brand, model or color.
- D. Equipment failure evaluation performed by the **Wireless Service Provider**, the entity that you purchased Your Equipment from and/or Our Authorized Representative and/or manufacturer may be required at Our option prior to approval of Your request for replacement of the Equipment.

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

- A. You must report the Loss promptly to Our Authorized Representative not later than sixty (60) days from the **Date of Loss**. If You do not report the Loss within sixty (60) days, You will have forfeited Your claim. You must submit all claims through 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.
- B. You will do what is reasonably necessary to minimize the Loss and to protect the Equipment from any further Loss.
  - C. You may be required to provide us with a detailed written proof of Loss statement, a police report case number, and/or a copy of the police report within sixty (60) days of the **Date the Loss** is reported and prior to receipt of a replacement. In the event of a Loss, You may be required to provide a copy of the original bill of sale. You may also be required to present, or provide a photocopy of, a government issued photo I.D.
  - D. If the cause of Loss is other than theft or lost equipment, You must keep the Equipment until Your claim is completed. If We replace the Equipment, We may require You to return it to Us at Our expense. If We so direct, You must return the Equipment to Us in the return mailer We provide within ten (10) days or pay the non-returned equipment charge applicable to the model of Equipment that suffered the Loss. **YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE EQUIPMENT AS DIRECTED.**
  - E. In the event of a Loss, You must permit Us to inspect the Equipment and records proving the Loss. You must cooperate in the investigation of such claim. If requested, You must permit Us to question You under oath at such times as may be reasonably required about any matter relating to this insurance or Your claim, including Your books and records. Your answers must be signed and may be recorded.
  - F. You must provide Our Authorized Representative with all of the necessary information required to approve Your claim for replacement of Equipment within sixty (60) days of the date that You report Your Loss to Us. Your failure to take delivery of replacement equipment within sixty (60) days of Our claim approval will result in forfeiture of the replacement equipment and Your claim under this Certificate.
  - G. In the event of a Loss, you must satisfy the nonrefundable deductible applicable to the Loss.

## **X. ELIGIBILITY AND CANCELLATION.**

- A. Cancellation or Non-renewal Provisions.
  - 1. You may cancel coverage under this Certificate by mailing or delivering to Us advance written notice stating when such cancellation is effective. You may send Your written notice to Our Authorized Representative as follows: Agreement Administration, MS: 217-AC, 2511 Laguna Blvd, Elk Grove, CA 95758.
  - 2. The Named Insured may cancel coverage under this Certificate by mailing or delivering to Us advance written notice stating when such cancellation is effective. We, or Our Authorized Representative on our behalf, will mail or deliver written notice to You advising You of the cancellation of this Certificate. The written notice may be mailed or delivered to You at least thirty (30) days prior to the cancellation, or other longer period as required by law.
  - 3. We may cancel this Certificate or change the terms and conditions only upon providing You with at least thirty (30) days' notice, or other longer period as required by law, unless We cancel for the following reasons:
    - (a) We may cancel Your coverage under this Certificate upon fifteen (15) days' notice, or other longer period as required by law, for

discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.

- (b) We may cancel Your coverage under this Certificate immediately, or by providing additional notification time as required by law, for nonpayment of premium.
  - (c) We may cancel Your coverage under this Certificate immediately, or by providing additional notification time as required by law, if:  
You exhaust the aggregate limit of liability, if any, under the terms of this Certificate and We send notice of cancellation to you within thirty (30) calendar days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue notwithstanding the aggregate limit of liability until We send notice of cancellation to You.
- 4. Notice of cancellation shall be in writing and include the actual reason for cancellation and the effective date of cancellation. The coverage will end on that date.
- 5. If We decide to nonrenew this Certificate, We will mail or deliver notice to You and the Named Insured at least thirty (30) days prior to the expiration date of this Certificate.
- 6. Notices may be mailed or delivered to the Named Insured at its last known mailing address. Notices may be mailed or delivered to You at Your last known mailing or electronic addresses on file with us.
- 7. We or Our Authorized Representative shall maintain proof of mailing in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. We or Our Authorized Representative may comply with Sections A. 2 or 3. by providing such notice or correspondence by electronic means. If accomplished through electronic means, we or the Service Provider shall maintain proof that the notice or correspondence was sent.
- 8. If coverage under this Certificate is cancelled, any refunds due will be calculated on a pro rata basis.
- B. To be and remain eligible for coverage:
  - 1. The Equipment must be designated by Us and eligible for coverage under this Certificate. Eligibility may be limited to new Equipment that has not been previously activated for service.
  - 2. You must not have engaged in fraud or abuse with respect to this or a similar insurance program.
  - 3. You must not have exhausted the benefits available under this Certificate issued through the named Insured by exhausting the Aggregate Limit. (See Section VI.B).
  - 4. You must not be in breach of any material term of this Certificate, including, but not limited to: Failure to return damaged Equipment when requested in conjunction with a Loss; or, failure to satisfy the required deductible on a Loss.
  - 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. You are responsible for the payment of all premiums, per the terms of this Certificate.

- D. The insurance provided under this Certificate is provided to You for the length of term as chosen by You unless You or Your Equipment cease to be eligible for coverage.

## **XI. ADDITIONAL CONDITIONS.**

- A. We will satisfy all claims for Loss under this Certificate within thirty (30) days after presentation and acceptance of satisfactory proof of interest and Loss to Our Authorized Representative and satisfaction by You of Your Duties in the Event of a Loss.
- B. Any recovery or salvage on a Loss will accrue entirely to Our benefit. Upon Our request, You will return to Us any damaged equipment. All Equipment which We replace is the property of Us and may be disabled, destroyed, or reused. We will not provide replacement equipment if You are in breach of the terms of this Certificate due to: failure to return damaged Equipment when requested in conjunction with a prior Loss; or, due to Your failure to satisfy the non-returned equipment charge or deductible on a prior Loss.
- C. You may not assign this Certificate without our written consent.
- D. If any Insured Customer to or for whom We honor a claim under this Certificate has rights to recover damages from another, those rights are transferred to Us. That Insured Customer must do everything necessary to secure Our rights and must do nothing after a Loss to impair them; but You may waive Your rights against another party in writing:
1. Prior to a Loss.
  2. After a Loss, only if, at time of Loss, that party is one of the following:
    - a. Someone covered under this Certificate;
    - b. A business firm;
      1. Owned or controlled by the Insured Customer; or
      2. That owns or controls the Insured Customer; or
      3. The Insured Customer's tenant.
- This will not restrict the Insured Customer's coverage.
- E. Concealment, Misrepresentation or Fraud  
This coverage is void in any case of fraud, intentional concealment or misrepresentation of a material fact, at any time, concerning:
1. This coverage;
  2. The Equipment;
  3. Your interest in the Equipment; or
  4. A claim under this Certificate.

## **XII. DEFINITIONS**

- A. "Authorized Service Facility" means the location or locations that serve as a replacement facility for the program and supply replacements for **Equipment**. Selection of the Authorized Service Facility will be at the sole discretion of Us or Our Authorized Representative.
- B. "Computer Virus" means malicious software that damages, destroys, or otherwise interferes with the performance of any **Data**, media, software, or system on or connected to the **Equipment**.
- C. "Covered Accessories" means only the one Apple-branded band, Nike Sport band, or Hermès Sport band supplied in the same box as the covered **Equipment** and only if lost or stolen at the same time as your **Equipment**. For covered Apple Watch Bands, your replacement band will be an Apple-branded band in a style,

material, and color that is subject to Our discretion.

- D. “Data” means information input to, stored on, or processed by the **Equipment**. This includes documents, databases, messages, licenses, contact information, passwords, books, games, magazines, photos, videos, ringtones, music, and maps.
- E. “Date of Loss” means the date on which a **Loss** to the **Equipment** occurs.
- F. “Date of Replacement” means the date on which replacement **Equipment** is shipped to You, or the date on which You pick up the replacement **Equipment** at an **Authorized Service Facility**, as a result of a covered **Loss**.
- G. “Direct, Sudden and Accidental Damage” means a fortuitous event that causes direct physical damage to the Equipment. None of the following is direct, sudden and accidental damage however caused and without regard to whether such condition or event is normal and expected or unusual and unexpected: 1) depletion, deterioration, rust, corrosion, erosion, settling or wear and tear; 2) any gradually developing condition; 3) any defect, programming error, programming limitation, **Computer Virus**, malicious code, loss of **Data**, loss of access, loss of use, loss of functionality or other condition within or involving **Data** or media of any kind; or 4) contamination by a hazardous substance.
- H. “Equipment” means Your covered Apple Watch, including its **Covered Accessories**.
- I. “Initial Activation” means the time of initial activation of the **Wireless Service Provider’s** service for the **Equipment**.
- J. “Insured Customer(s)” means the customer of the Named Insured meeting the following conditions:
  - 1. Who have been enrolled in and accepted for coverage under this Certificate.
  - 2. Who have a complete description of their **Equipment** on file with Us or Our Authorized Representative.
  - 3. Who have paid all premiums payable with respect to their **Equipment** before any claimed **Date of Loss**.
- K. “Line-Based Coverage” means a coverage plan for **Equipment** on an individual **Wireless Number**.
- L. “Loss” and “Losses” means a covered loss as provided in Section II, Covered Causes of Loss.
- M. “Lost” means the misplacement of the Equipment in an unexplained manner where the Equipment is unrecoverable.
- N. “Mechanical or Electrical Failure” means failure of **Equipment** to operate due to a faulty part or workmanship or normal wear and tear when operated according to the manufacturer’s instructions.
- O. “Non-Covered Accessories” means all accessories not included in the definition of Covered Accessories.
- P. “Nonstandard External Media” means physical objects on which **Data** can be stored but which are not integrated components of the **Equipment** required for it to function. This includes **Data** cards, memory cards, external hard drives, and flash drives. **Nonstandard External Media** does not include Standard External Media.
- Q. “Nonstandard Software” means software, other than Standard Software.
- R. “Standard External Media” means physical objects on which **Data** can be stored and that came standard in the original packaging with the **Equipment** from the manufacturer but which are not integrated components of the **Equipment**

required for it to function.

- S. "Standard Software" means the operating system pre-loaded on or included as standard with the **Equipment** from the manufacturer.
- T. "Territory" means worldwide.
- U. "Theft" means the unlawful taking of the **Equipment** to the deprivation of the Insured Customer.
- V. "Wireless Number" or "Wireless Numbers" means the mobile telephone or **Data** line(s) or number(s) assigned by the **Wireless Service Provider** to you.
- W. "Wireless Service Provider" means the entity who is providing the wireless telephone or communications services.

### **XIII. STATE CHANGES.**

Terms and conditions vary for Certificates issued and Insured Customers residing in select jurisdictions. Please see the attached endorsements, if any, for applicable revisions to Your Certificate.

**THIS CERTIFICATE MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY PROVIDED BY YOUR PERSONAL AUTO INSURANCE POLICY, HOMEOWNER'S INSURANCE POLICY, OR OTHER SOURCE OF COVERAGE.**

**ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF INSURANCE FRAUD. IN FLORIDA, SUCH CONDUCT IS A FELONY OF THE THIRD DEGREE.**

Any questions regarding the coverage provided under this Certificate should be directed to our Authorized Representative as follows:

Apple Care Service Company, Inc.  
One Apple Park Way  
Cupertino, California 95014  
1-800-275-2273

# NEW HAMPSHIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## MISSOURI AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the COMMERCIAL INLAND MARINE WIRELESS COMMUNICATIONS EQUIPMENT COVERAGE CERTIFICATE:

I. Paragraph **D.xiii.** of **Section III. EXCLUSIONS TO COVERED CAUSES OF LOSS** is deleted and replaced with the following:

- xiii.** war risks as You are not covered for any **Direct, Sudden and Accidental Damage to Equipment, Theft or Lost Equipment**, or **Mechanical or Electrical Failure** of the **Equipment** arising as a result of (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. With the exception of loss or damage to covered property by the peril of fire, 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.

II. The following Paragraph **D.xxiv.** is added to **Section III. EXCLUSIONS TO COVERED CAUSES OF LOSS** :

- xxiv.** Dishonest, fraudulent or criminal acts by You or any authorized user of the **Equipment**; anyone you entrust with the **Equipment**, or anyone else with an interest in the **Equipment** for any purpose, whether acting alone or in collusion with others. This exclusion does not apply to an innocent **Insured Customer** if the innocent **Insured Customer** files a police report and completes a sworn affidavit for us indicating both the cause of loss and a pledge to cooperate in any criminal or civil prosecution of the person committing the act which caused the loss. Our payment to an innocent **Insured Customer** will be limited to the innocent **Insured Customer's** ownership interest in the damaged or lost property and following any such payment we retain all rights of subrogation against the perpetrator of the loss.

III. Paragraphs **D.iii.** and **xi.** of **Section III. EXCLUSIONS TO COVERED CAUSES OF LOSS** are deleted and replaced with the following:

- iii.** any **Direct, Sudden and Accidental Damage to Equipment, Theft or Lost Equipment**, or **Mechanical or Electrical Failure** of the **Equipment** caused by any deliberate act by You, Your employees, or any person using the **Equipment** with Your permission. This exclusion does not apply to an innocent **Insured Customer** if the innocent **Insured Customer** files a police report and completes a sworn affidavit for us indicating both the cause of loss and a pledge to cooperate in any criminal or civil prosecution of the person committing the act which caused the loss. Our payment to an innocent **Insured Customer** will be limited to the innocent **Insured Customer's** ownership interest in the damaged or lost property and following any such payment we retain all rights of subrogation against the perpetrator of the loss.
- xi.** loss caused by abuse of the **Equipment** or resulting from use of the **Equipment** in a manner for which it was not intended or designed by the manufacturer, or any act that voids the manufacturer's warranty. This exclusion does not apply to an innocent **Insured Customer** if the innocent **Insured Customer** files a police report and completes a sworn affidavit for us indicating both the cause of loss and a pledge to cooperate in any criminal or civil prosecution of the person committing the act which caused the loss. Our payment to an innocent **Insured Customer** will be limited to the innocent **Insured Customer's** ownership interest in the damaged or lost property and following any such payment we retain all rights of subrogation against the perpetrator of the loss.

IV. Paragraphs **C.** and **G.** of **Section IX. DUTIES IN THE EVENT OF LOSS** are deleted and replaced by the following:

- C.** You must report the **Loss** promptly to Our Authorized Representative not later than sixty (60) days from

## ENDORESMENT No. 35

the **Date of Loss**. Failure to notify Our Authorized Representative within the required time period will not cause claim denial unless Your failure to report the **Loss** prejudices Our rights pursuant to Missouri Regulation 20CSR 100-1.020(4). You must submit all claims through 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.

- G.** In the event of a **Loss**, You must permit Us to inspect the Equipment and records proving the **Loss**. You must cooperate in the investigation of such claim. If requested, You must permit Us to question You under oath at such times as may be reasonably required about any matter relating to this insurance or Your claim, including Your books and records. These records must be provided within 30 days after Our request for the documentation, however, no claim will be denied based upon Your failure to provide the documentation within such specified time, unless this failure operates to prejudice Our rights. Your answers must be signed and may be recorded.

**V. Paragraph E. Concealment, Misrepresentation or Fraud of Section XI. ADDITIONAL CONDITIONS** is deleted and replaced by the following:

- E.** Concealment, Misrepresentation or Fraud

Recovery under this Certificate is prevented if either the **Named Insured** or any **Insured Customer** made misrepresentations that are fraudulent and material to the acceptance of the risk and resulted in the issuance of a policy or Certificate that We would not have issued had the true facts been known.

**VI.** The following Paragraph **F.** is added to **Section XI. ADDITIONAL CONDITIONS**:

- F.** Enrollment Disclosure

Enrollment for coverage under this Certificate is not required in order to purchase or lease the Equipment.

All other terms and conditions of the policy remain unchanged.



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AUTHORIZED REPRESENTATIVE