

SERFF Tracking Number: PERR-125870236 State: Arkansas
 Filing Company: Liberty Mutual Insurance Company State Tracking Number: #? \$50
 Company Tracking Number: LMIC-IM-WCEC-AR-08-01-F
 TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
 Product Name: Asurion- Wireless Communications Equipment Coverage
 Project Name/Number: LMIC-IM-WCEC-AR-08-01-F/LMIC-IM-WCEC-AR-08-01-F

Filing at a Glance

Company: Liberty Mutual Insurance Company

Product Name: Asurion- Wireless Communications Equipment Coverage SERFF Tr Num: PERR-125870236 State: Arkansas

TOI: 09.0 Inland Marine SERFF Status: Closed State Tr Num: #? \$50

Sub-TOI: 09.0005 Other Commercial Inland Marine Co Tr Num: LMIC-IM-WCEC-AR-08-01-F State Status: Fees verified

Filing Type: Form Co Status: Reviewer(s): Llyweyia Rawlins, Brittany Yielding

Authors: Neresa Torres, Olga E. Garcia Disposition Date: 11/17/2008

Date Submitted: 11/14/2008 Disposition Status: Approved

Effective Date Requested (New): 12/14/2008 Effective Date (New): 12/14/2008

Effective Date Requested (Renewal): 12/14/2008 Effective Date (Renewal): 12/14/2008

State Filing Description:

General Information

Project Name: LMIC-IM-WCEC-AR-08-01-F

Project Number: LMIC-IM-WCEC-AR-08-01-F

Reference Organization: N/A

Reference Title: N/A

Filing Status Changed: 11/17/2008

State Status Changed: 11/17/2008

Corresponding Filing Tracking Number: LMIC-IM-WCEC-AR-08-01-R

Filing Description:

On behalf of the Liberty Mutual Insurance Company., (the "Company"), we are submitting this filing, for your review and approval, a new coverage option to be made available under the Company's Wireless Communications Equipment program, "Account Based Coverage." The Company's Wireless Communications Equipment Coverage program, as currently filed, provides coverage to insured wireless subscribers on a line by line (i.e., mobile number) basis ("Line Based Coverage"). Please see enclosed filing memorandum for further details.

Status of Filing in Domicile: Pending

Domicile Status Comments:

Reference Number: N/A

Advisory Org. Circular: N/A

Deemer Date:

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The Company is submitting eight new Account Based Coverage endorsements, as well as a revised declarations page that has been modified to accommodate Account Based Coverage. In addition, as part of this filing, the Company is submitting a revised policy form and a clarifying endorsement that deletes an exclusion contained within the policy form.

We respectfully request that forms be implemented on December 14, 2008 or upon the earliest possible date upon approval/acknowledgement.

Enclosed is authorization for Perr&Knight to submit this filing on behalf of the Company. All correspondence related to this filing should be directed to Perr&Knight. The Company has prepared the forms contained in this filing along with the filing memorandum. If there are any requests for additional information related to items prepared by the Company, we will forward the request immediately to the Company contact. The Company response will be submitted to your attention as soon as we receive it.

We trust you will find this submission acceptable and as such look forward to your approval.

Please do not hesitate to contact us with any questions or comments.

Company and Contact

Filing Contact Information

(This filing was made by a third party - perrandknightactuaryconsultants)

Neresa Torres, State Filings Project doi@perrknight.com
Coordinator
881 Alma Real Drive (888) 201-5123 [Phone]
Pacific Palisades, CA 90272 (310) 230-8529[FAX]

Filing Company Information

Liberty Mutual Insurance Company CoCode: 23043 State of Domicile: Massachusetts
175 Berkeley Street Group Code: 111 Company Type:
Boston, MA 02117 Group Name: Liberty Mutual Group State ID Number:
(617) 357-9500 ext. [Phone] FEIN Number: 04-1543470

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Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: \$50 for forms filing
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Liberty Mutual Insurance Company	\$0.00	11/14/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
104251	\$50.00	11/14/2008

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	11/17/2008	11/17/2008

SERFF Tracking Number: *PERR-125870236* *State:* *Arkansas*
Filing Company: *Liberty Mutual Insurance Company* *State Tracking Number:* *#? \$50*
Company Tracking Number: *LMIC-IM-WCEC-AR-08-01-F*
TOI: *09.0 Inland Marine* *Sub-TOI:* *09.0005 Other Commercial Inland Marine*
Product Name: *Asurion- Wireless Communications Equipment Coverage*
Project Name/Number: *LMIC-IM-WCEC-AR-08-01-F/LMIC-IM-WCEC-AR-08-01-F*

Disposition

Disposition Date: 11/17/2008

Effective Date (New): 12/14/2008

Effective Date (Renewal): 12/14/2008

Status: Approved

Comment:

This filing is approved contingent on receiving the filing fees the company indicates in the filing that they have sent.

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Support	Approved	Yes
Form	Declarations Page	Approved	Yes
Form	Wireless Communications Equipment Coverage Insurance Policy	Approved	Yes
Form	Account Based Coverage Endorsement A	Approved	Yes
Form	Account Based Coverage Endorsement B	Approved	Yes
Form	Account Based Coverage Endorsement C	Approved	Yes
Form	Account Based Coverage Endorsement D	Approved	Yes
Form	Line and Account Based Coverage Endorsement A	Approved	Yes
Form	Line and Account Based Coverage Endorsement B	Approved	Yes
Form	Line and Account Based Coverage Endorsement C	Approved	Yes
Form	Line and Account Based Coverage Endorsement D	Approved	Yes
Form	Electrical and Mechanical Breakdown Coverage Endorsement	Approved	Yes
Form	Arkansas Amendatory Endorsement	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Declarations Page	CLHI 006	(10/2008)	Declaration Replaced s/Schedule	Replaced Form #:0.00 CLHI 006 (06/2005) Previous Filing #: LMIC-AR-IM- WCEC-F2	0.00	CLHI 006 _1008_ WCEC Declarations - Final.pdf
Approved	Wireless Communications Equipment Coverage Insurance Policy	CLHI 005	(10/2008)	Policy/CoveReplaced rage Form	Replaced Form #:0.00 CLHI 005 (03/2005) Previous Filing #: LMIC-AR-IM- WCEC-F2	0.00	CLHI 005 _1008_ WCEC Policy - Final.pdf
Approved	Account Based Coverage Endorsement A	CLHI 007	(10/2008)	Endorseme New nt/Amendm ent/Condi tions		0.00	CLHI 007 _1008_ Account Based Coverage Endorsemen t A _all LN, RT_ - Final.pdf
Approved	Account Based Coverage Endorsement B	CLHI 008	(10/2008)	Endorseme New nt/Amendm ent/Condi tions		0.00	CLHI 008 _1008_ Account Based Coverage Endorsemen t B _all LN, Bonus_ - Final.pdf
Approved	Account Based Coverage Endorsement C	CLHI 009	(10/2008)	Endorseme New nt/Amendm ent/Condi tions		0.00	CLHI 009 _1008_ Account

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			ons			Based Coverage Endorsement C _Enroll, RT_ - Final.pdf
Approved	Account Based Coverage Endorsement D	CLHI 010 (10/2008)	Endorsement/Amendment/Conditions	New	0.00	CLHI 010 _1008_ Account Based Coverage Endorsement D _Enroll, Bonus_ - Final.pdf
Approved	Line and Account Based Coverage Endorsement A	CLHI 011 (10/2008)	Endorsement/Amendment/Conditions	New	0.00	CLHI 011 _1008_ Line and Account Based Coverage Endorsement A _all LN, RT_ - Final.pdf
Approved	Line and Account Based Coverage Endorsement B	CLHI 012 (10/2008)	Endorsement/Amendment/Conditions	New	0.00	CLHI 012 _1008_ Line and Account Based Coverage Endorsement B _all LN, Bonus_ - Final.pdf
Approved	Line and Account Based Coverage Endorsement C	CLHI 013 (10/2008)	Endorsement/Amendment/Conditions	New	0.00	CLHI 013 _1008_ Line and Account Based Coverage

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Approval	Description	Policy	Effective Date	Endorsement	Amount	Attachment
Approved	Line and Account Based Coverage Endorsement D	CLHI 014 (10/2008)	10/2008	Endorsement/Amendment/Conditions	0.00	Endorsement C _Enroll, RT_ - Final.pdf CLHI 014 _1008_ Line and Account Based Coverage Endorsement D _Enroll, Bonus_ - Final.pdf
Approved	Electrical and Mechanical Breakdown Coverage Endorsement	CLHI 015 (10/2008)	10/2008	Endorsement/Amendment/Conditions	0.00	CLHI 015 _1008_ Electrical and Mechanical Breakdown Coverage Endorsement - Final.pdf
Approved	Arkansas Amendatory Endorsement	CLHI-AR 004 (10/2008)	10/2008	Endorsement/Amendment/Conditions	0.00	Replaced Form #: CLHI-AR 004 (03/2005) Previous Filing #: LMIC-AR-IM-WCEC-F2 AR Amendatory _LMIC.pdf

**This Commercial Inland Marine Policy is underwritten by
LIBERTY MUTUAL INSURANCE COMPANY**

Insurer:

**Communication
Provider:**

Policy Number:

Named Insured

and

Mailing Address:

Policy Period: **From:** _____ **To:** _____
12:01 a.m., standard time at the mailing address shown above.

Agent:

Authorized Service Center:

Mailing Address:

Toll Free:

Internet Website:

Insurance Provided:

In return for the payment of the premium, and subject to all the terms of this policy, we agree to provide the insurance as stated in this policy.

Covered Property:

Covered Causes of Loss

Plan 1 Plan 2 Plan 3 Plan 4 Plan 5

{Please refer to Section A.
COVERAGE, Subsection 6.
Covered Causes of Loss}

Coverage Eligibility

(1) Eligible at anytime without a waiting period; or
 (2) Eligible if enrolled within _____ days from initial activation only
 (3) Eligible if enrolled within _____ days from initial activation without waiting period; **and** Eligible for coverage after a waiting period of _____ days following the submission of the request for enrollment if such request is submitted _____ days after activation of wireless service.

{Please refer to Section G.
ADDITIONAL CONDITIONS,
Subsection 4. Eligibility}

Coverage Territory

(a) (b)

{Please refer to Section A.
COVERAGE, Subsection 5.
Coverage Territory}

Limits of Insurance

- Per Claim (Per Occurrence) Limit
- Aggregate Limit

{Please refer to Section G.
ADDITIONAL CONDITIONS,
Subsection 4. Eligibility}

Monthly Premium Rate

{Please refer to Section G.
ADDITIONAL CONDITIONS,
Subsection 11.Premiums}

Deductible

{Please refer to Section D.
DEDUCTIBLE}

Non-Return Fee

{Please refer to Section E.
INSURED'S DUTIES IN EVENT
OF LOSS TO INSURED'S
COVERED PROPERTY,
Subsection 8. Return of Damaged
and/or Malfunctioning Covered
Property}

Form Numbers of Coverage Forms, Endorsements and other forms that are a part of this policy:

Our President and Secretary have signed this policy

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LIBERTY MUTUAL INSURANCE COMPANY

WIRELESS COMMUNICATIONS EQUIPMENT COVERAGE INSURANCE POLICY

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

The words "we," "us" and "our" refer to the Insurance Company shown in the Declarations that is providing this insurance.

The terms 'you' and 'your' mean, as the context requires, the First Named Insured or any Additional Insured or both.

The word "Agent" refers to the Agent or Broker shown in the Declarations.

The term "Authorized Service Center" means the organization shown in the Declarations who is providing repair and replacement services on our behalf.

The term "Wireless Service Provider" means the Communication Provider shown in the Declarations, who is the First Named Insured, providing the wireless telephone or communication services which is used by the Covered Property.

A. COVERAGE

In exchange for premium paid when due, we agree to provide the coverage as stated in this policy on a month to month basis, provided that any covered damage or loss to the Covered Property is sustained while your coverage is in effect.

1. Who Is Covered

a. First Named Insured

The First Named Insured is the Wireless Service Provider shown in the Declarations for its interest in Covered Property.

b. Additional Insureds

The First Named Insured has the right to request Additional Insured status for a customer for his or her interest in Covered Property which he, she or it owns (referred to herein collectively with the First Named Insured as "Insured"). Requests for coverage for Additional Insureds are subject to our approval.

2. Covered Property

Covered Property means the communications equipment shown in the Declarations.

3. Property Not Covered

Covered Property does not include:

- a. Contraband or property used in the course of illegal transportation or trade.
- b. The value of, and the cost to research, replace or restore data, or programs non-standard for the make and model.
- c. Proprietary handsets included with automobile wireless systems and any motor vehicle or watercraft original or after-market equipment or accessories, whether or not permanently installed, including any antenna or wiring.
- d. Any other equipment or accessories not described as Covered Property.
- e. Property that has been entrusted to (including to and from) others for any service, repair or replacement, other than the Authorized Service Center or its designee.
- f. Any fees or charges assessed by the Wireless Service Provider, whether the charges incurred are legitimate or fraudulent.
- g. Face plates, personalized data, or customized or downloaded software such as music, PIM's, ring tones, games, screen savers.

- h. Wireless Equipment whose unique identification number (ESN, MEID or IMEI) has been altered, defaced or removed.
- i. Removable data storage devices.
- j. Non-standard batteries.

4. Coverage Period

We cover direct loss or damage that occurs during the policy period shown in the Declarations. Subject to G.4.b., coverage for each Additional Insured begins when coverage of the Additional Insured is approved by us and is retroactive to the date of the application of such Additional Insured. If we do not approve your application for coverage, we will notify you within 30 days that you have not been accepted for coverage.

5. Coverage Territory

We insure the Covered Property:

- a. {If coverage territory "a" is selected in the Declarations, then the following language will appear: when it is present in the United States or its territories and Canada. We do not insure the Covered Property when it is outside the United States or its territories or Canada;}
or
- b. {If coverage territory "b" is selected in the Declarations, then the following language will appear: wherever it is located in the world.}

Any claims occurring outside the United States will be processed in the United States.

6. Covered Causes of Loss

- a. {If "Plan 1" is selected in the Declarations, then the following language will appear: Covered Causes of Loss means risks of being directly damaged, except as limited or excluded elsewhere in this policy}; or
- b. {If "Plan 2" is selected in the Declarations, then the following language will appear: Covered Causes of Loss means risks of being lost or stolen, except as limited or excluded elsewhere in this policy}; or
- c. {If "Plan 3" is selected in the Declarations, then the following language will appear: Covered Causes of Loss means risks of mechanical or electrical breakdown or being directly damaged, except as limited or excluded elsewhere in this policy}; or
- d. {If "Plan 4" is selected in the Declarations, then the following language will appear:, Covered Causes of Loss means risks of being lost, stolen or directly damaged, except as limited or excluded elsewhere in this policy}; or
- e. {If "Plan 5" is selected in the Declarations, then the following language will appear:, Covered Causes of Loss means risks of mechanical or electrical breakdown or being lost, stolen or directly damaged, except as limited or excluded elsewhere in this policy.}

B. EXCLUSIONS

1. This insurance does not apply to loss or damage caused directly or indirectly by any of the following:

a. Governmental Authority

Seizure or destruction of property by order of governmental authority.

b. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused. If physical loss or damage by fire ensues, we will pay only for such ensuing loss or damage.

c. War

(1) War, including undeclared or civil war;

(2) Warlike action by a military force; or

(3) 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.

2. This insurance does not apply to loss or damage caused by or resulting from any of the following:

a. Delay, Loss of Use

Delay, loss of use, loss of service, loss of market, or any other consequential loss or damage, including, but not limited to, loss of time, loss of profits, inconvenience or delay in repairing or replacing lost or damaged Covered Property.

b. Dishonest, Intentional, or Criminal Acts

Dishonest, intentional, fraudulent or criminal acts by you or any authorized user of the Covered Property; anyone you entrust with the Covered Property, or anyone else with an interest in the Covered Property for any purpose, whether acting alone or in collusion with others.

c. Obsolescence

Obsolescence or depreciation.

d. Wear, Deterioration, Latent Defect

(1) Wear and tear, deterioration; or

(2) Hidden or latent defect, including equipment design defect, or any quality in the property that causes it to damage or destroy itself.

e. Electrical and Mechanical Breakdown

Mechanical breakdown and disturbance caused by battery power or any artificially generated electrical current.

f. Cosmetic Damage

Cosmetic damage, however caused, that does not affect the manufacturer's intended use. This includes, but is not limited to:

(1) Cracking, marring, or scratching.

(2) Change in color or other change in the exterior finish.

g. Covered Under Warranty

Loss or damage that is covered under the manufacturer's warranty. In the event we have knowledge of a prior malfunction, proof of repair may be required before coverage for future claims is applicable.

h. Late Claims

Claims reported to our Agent more than 30 days after the time of loss or damage.

i. Programming, Repair Work

Programming, cleaning, adjusting, repairing, modifying, or performing any other work upon Covered Property.

j. Virus

Computer virus or any other malicious code or similar instruction that:

(1) Disrupts the normal operation of the Covered Property; or

(2) Results in destruction of or unsuitability of data or programs stored in the Covered Property.

k. Voluntary Parting

Voluntarily parting with Covered Property by an Insured or by any person entrusted with Covered Property, whether or not induced to do so by any fraudulent scheme, trick, device or false pretense.

l. Intentional Loss or Damage

Damage to Covered Property which is the result of it having been used in a manner inconsistent for which it was designed or intended by the manufacturer. We also do not cover damage that is intentional or the result of abuse.

m. Pollution

The discharge, dispersal, seepage, migration or escape of pollutants. Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals, artificially produced electric fields, magnetic field, electromagnetic field, sounds waves, microwaves, all artificially produced ionizing or non-ionizing radiation and/or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

C. LIMITS OF INSURANCE

The most we will spend in any one occurrence to repair or replace Covered Property due to a covered claim is the applicable Per Claim (Per Occurrence) Limit shown in the Declarations. The Limit of Insurance applies separately to each covered claim.

Each Additional Insured is limited to the maximum number of replacements or repairs as shown in the Aggregate Limit section in the Declarations in any consecutive 12 month time period. When this limit is exhausted, coverage will cease immediately and we will notify the Additional Insured that his or her coverage has ceased and no future premiums are due.

D. DEDUCTIBLE

The deductible as shown in the Declarations is non-refundable and is payable at the time a repair or replacement is approved by the Authorized Service Center. This Deductible will apply to each filed and approved covered claim, and does not reduce the Limit of Insurance. Only an Insured may pay the deductible.

E. INSURED'S DUTIES IN EVENT OF LOSS TO INSURED'S COVERED PROPERTY

In the event of loss or damage to Covered Property, the Insured presenting the claim must cooperate with us and see that the following are done:

1. Notify Wireless Service Provider

If the Covered Property is lost or stolen, notify the Wireless Service Provider to suspend your wireless communications service prior to filing the claim.

2. Notify Police

If a claim involves a violation of law or any loss of possession, notify the police and obtain a police report or case number, the police station phone number, and the officer's name and badge number taking the report. If requested, provide a copy of the police report to our Agent within 30 days of request.

3. Notify Agent, Give Description

Notify the Agent within 30 days of the time of loss

Give a complete description of:

- a. The Covered Property, including telephone number, device make and model, and unique identification number (ESN, MEID or IMEI); and
- b. How, when and where the loss or damage occurred.

4. Protect

Take all reasonable steps to protect the Covered Property from further damage.

5. Permit Inspection

Permit us or our Agent to inspect the damaged property. If requested, take or send, the Covered Property to our or our Agent's designee for equipment failure evaluation.

6. Statement Under Oath

If requested by us or our Agent, submit to questioning under oath about a claim or other matter relating to this policy. In such event, the answers must be signed.

7. Proof of Loss and Ownership

If required, provide:

- a. A copy of original ownership records, such as a bill of sale.
- b. A signed, sworn proof of loss or damage containing the information we or our Agent request to settle the claim. We may require this statement to be notarized, for which you may incur a nominal fee.
- c. A copy of government-issued photo identification.
- d. Other records and documents that may be reasonably requested.

These records must be provided within 30 days after our request for the documentation.

8. Return of Damaged and/or Malfunctioning Covered Property

The Additional Insured is required to return the damaged property including, if coverage is provided under this policy, property that suffered mechanical and electrical breakdown, to the Authorized Service Center.

If the replacement equipment is sent to you, the Authorized Service Center will provide a prepaid shipping label and envelope in which to return the damaged property.

Disposal of the damaged Covered Property other than by returning it to the Authorized Service Center requires the prior consent of the Authorized Service Center.

If the damaged Covered Property is not returned to the Authorized Service Center within 15 days of the receipt of the replacement equipment, a Non-Return Fee as applicable to the model of Covered Property, not to exceed the Non-Return Fee as shown in the Declarations may be charged to the Additional Insured.

Any recovery of lost or stolen property will accrue entirely to our benefit.

9. Take Delivery

We may make available to you the approved replacement equipment for pick up at your Wireless Service Provider. We may also ship the approved replacement equipment through our Authorized Service Center directly to you within the United States for which you must be available to take delivery of the replacement equipment within 30 days of claim authorization. If you are not available at the time you agree to take delivery, you may be required to pay the cost of reshipping your replacement equipment.

F. OUR DUTIES IN EVENT OF LOSS

1. When We Repair or Replace

If a claim is made, we or our Agent will notify the Insured of our Agent's assessment of the claim within 10 days after we or our Agent receive all the information requested from the Insured presenting the claim.

Repair or replacement of the lost or damaged Covered Property will be done within 30 days after the Insured, or his or her designee has complied with all the terms of this policy, and we have agreed with the Insured about the repair or replacement.

2. Our Options

At our option, we or our Agent may provide substitute equipment or repair the Covered Property with substitute parts, of like kind, quality and functionality, that:

- a. Has been refurbished or remanufactured, and may contain non-original manufacturer parts; or
- b. Is a different brand, model or color.

G. ADDITIONAL CONDITIONS

1. Arbitration

This Arbitration provision requires the submission of any dispute to Arbitration.

- a. Instead of first suing in court, disputes or controversies must be arbitrated on an individual, non-class basis, without resort to any form of class action or class arbitration. This will apply without limitation to disputes or controversies of any nature whatsoever (whether in contract, tort, or otherwise, including statutory, common law, fraud, other intentional tort, property and equitable claims) arising out of, relating to, or in connection with:
 - (1) This policy;
 - (2) Any activities, transactions, services or interactions of any kind involving any Insured and us, and the relationships which result from this policy, including, to the full extent permitted by applicable law, relationships with third parties who are not parties to this policy; or
 - (3) The validity, scope or enforceability of this arbitration provision or the entire policy.

For purposes of this section G.1., "we" or "us" will include any of our employees, agents, representatives or associated businesses who are involved in any way in any activities, transactions, or services with any Insured relating to this policy.

- b. Such arbitration shall be nonbinding, and be resolved before a single arbitrator. All Insureds and we waive any right to pursue on a class basis any such dispute, controversy or claim, even if applicable law permits class actions or class arbitrations.

- c. The selection of the arbitrator shall be governed by, and all arbitration shall be administered by the American Arbitration Association ("AAA") in accordance with its Wireless Industry Rules and Procedures in effect at the time the demand for arbitration is filed. The Rules and Procedures, as well as forms and information on arbitration in general may be obtained by calling 1-800-778-7879, or by visiting AAA's Web site at www.adr.org.
- d. Any arbitration which the Insured attends will take place at a location within the federal judicial district that includes the Insured's billing address at the time the demand for arbitration is filed.
- e. Upon written request, we will advance to the Insured either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether the Insured or us will ultimately be responsible for these fees and may waive the Insured's fees upon a finding of economic hardship.
- f. The arbitrator shall apply relevant, substantive law and applicable statutes of limitation and shall provide written reasoned findings of fact and conclusions of law. This arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1, et. seq.
- g. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the arbitration provision.

THE INSUREDS AND WE AGREE THAT THIS ARBITRATION WILL BE ON AN INDIVIDUAL BASIS.

THE INSUREDS AND WE UNDERSTAND AND AGREE THAT BECAUSE OF THIS ARBITRATION PROVISION NEITHER INSURED NOR WE WILL HAVE THE RIGHT TO FIRST GO TO COURT, HAVE A JURY TRIAL OR PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS UNDER A CLASS ACTION OR CLASS ARBITRATION UNTIL THE ARBITRATION REQUIRED BY THIS PROVISION HAS BEEN COMPLETED AND THE INSURED AND WE HAVE BEEN UNABLE TO RESOLVE OUR DISPUTE, CLAIM OR CONTROVERSY.

FURTHER, ALL INSUREDS AND WE WAIVE OUR RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANT UNDER A CLASS ARBITRATION EVEN IF CLASS ARBITRATION WOULD OTHERWISE BE PERMISSIBLE UNDER APPLICABLE LAW.

2. Claim Authorization and Loss Payment

We or our Agent has the right to settle the loss with the Insured or his or her designee.

No claims will be accepted unless authorized by our Agent.

All repairs and replacements must be made by the Authorized Service Center, unless the Authorized Service Center gives the Insured other specific directions. In no event will Insureds be reimbursed for any out-of-pocket expenses.

3. Cancellation

a. How First Named Insured Cancels

The First Named Insured may cancel this policy by mailing or delivering to us advance written notice of cancellation.

In this event, the First Named Insured agrees to deliver notices of cancellation to all Additional Insureds, 60 days prior to cancellation of their coverage, or to pay the Agent for delivery thereof.

b. How Additional Insureds Cancel

An Additional Insured may cancel the coverage provided by notifying the Agent or the Wireless Service Provider who will advise the Agent.

c. How We Cancel

(1) We may cancel coverage for nonpayment of premium by mailing or delivering written notice of cancellation, including the actual reason for cancellation, at least 10 days before the effective date of cancellation.

(2) When an Additional Insured's coverage has been in effect for less than 60 days, we may cancel for any reason by mailing or delivering written notice of cancellation, including the actual reason for cancellation, at least 30 days before the effective date of cancellation. We may cancel the coverage of any Additional Insured for fraud or intentional misrepresentation made in obtaining this insurance or in filing a claim under this insurance, by mailing or delivering written notice of cancellation, including the actual reason for cancellation, at least 15 days before the effective date of cancellation.

- (3) When coverage has been in effect for 60 days or more, we may cancel the coverage of any Additional Insured for fraud or intentional misrepresentation made in obtaining this insurance or in filing a claim under this insurance, by mailing or delivering written notice of cancellation, including the actual reason for cancellation, at least 15 days before the effective date of cancellation.
- (4) We also may cancel coverage for all Insureds by mailing or delivering written notice of cancellation at least 30 days before the effective date of cancellation, including the actual reason for cancellation, if:
 - (a) For any reason, we choose to stop providing this coverage for all Insureds in a given class;
 - (b) The Wireless Service Provider has provided monthly premium billing and collection service and ceases to do so; or
 - (c) The Agent or the Authorized Service Center ceases to provide its claim service.

(5) How Notice of Cancellation Is Provided

If there is a cancellation in accordance with Section G.3.c., notice will be sent to:

- (a) Each Additional Insured affected by the cancellation, using the last mailing address on file with the First Named Insured;
- (b) The Agent; and
- (c) The First Named Insured.

The First Named Insured agrees to pay or act as delivery agent for notice of cancellation to all Additional Insureds.

d. Effective Date of Cancellation

Notice of cancellation will state the effective date of cancellation. The coverage will end on that date.

e. Return Premiums, If Any

If this policy is canceled, any refunds due will be on a pro rata basis. The cancellation will be effective even if the refund has not been made or offered.

f. Proof of Mailing

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

4. Eligibility

- a. To be eligible for coverage you must be a valid, active and current subscriber of your Wireless Service Provider.
- b. **{If Coverage Eligibility "1" is selected in the Declarations, then the following language will appear:** If you request enrollment and your request is approved by us, your coverage is retroactive to the date of your application. The successful completion of a test call to the Covered Property may be required prior to our approval.}

{If Coverage Eligibility "2" is selected in the Declarations, then the following language will appear: If your request for enrollment of coverage is submitted within the number of days shown in the Declarations days, of initial activation of the "Wireless Service Provider's" service for the Covered Property, and you are approved by us, your coverage is retroactive to the date of your application. The successful completion of a test call to the Covered Property may be required prior to our approval.

If your request for enrollment of coverage is submitted more than the number of days shown in the Declarations days, after initial activation of the "Wireless Service Provider's" service for the Covered Property, you are not eligible for this insurance and your enrollment will be rejected; in such instance, no coverage is ever in effect.}

{If Coverage Eligibility "3" is selected in the Declarations, then the following language will appear: If your request for enrollment of coverage is submitted within the number of days shown in the Declarations days, of initial activation of the "Wireless Service Provider's" service for the Covered Property, and you are approved by us, your coverage is retroactive to the date of your application. If your request for enrollment of coverage is submitted more than the number of days as shown in the Declarations days, after initial activation of the "Wireless Service Provider's" service for the Covered Property and you are approved by us, coverage will begin after a waiting period of the number of days shown in the Declarations days following the submission of the request for enrollment, unless

we or our Agent notify you prior to completion of the waiting period that your request is not approved. The successful completion of a test call to the Covered Property may be required prior to our approval.}

- c. You must not have engaged in fraud or abuse with respect to this or a similar communications equipment insurance program.
- d. You must not be in breach of any material term of this policy, including but not limited to failure to return damaged Covered Property when requested in conjunction with a loss.

5. Changes

The First Named Insured, on its own behalf and on behalf of the Additional Insureds, is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

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

6. Concealment, Misrepresentation or Fraud

This policy is voidable in any case of fraud, intentional concealment or misrepresentation of a material fact, by either the First Named Insured or any Additional Insured or their designee at any time, concerning:

- a. This policy;
- b. The Covered Property;
- c. The Insured's interest in the Covered Property; or
- d. A claim under this policy;

but only with respect to their coverage.

7. Conformity To Statute

We agree that any terms of this policy not in conformity with the statutes of the state in which this policy is issued are amended to conform to those applicable state statutes.

8. Benefit Only Available To Insureds

No person or organization, other than an Insured, will benefit from this insurance. We may provide you access to other limited benefits or services related to your Covered Property where available. These may include: property location or recovery services; data management or recovery services; equipment service and maintenance; reduced cost upgrade or purchase benefits or other services provided through your Wireless Service Provider or other authorized service facilities.

9. Legal Action Against Us

No one may bring a legal action against us under this policy unless:

- a. There has been full compliance with all the terms of this policy;
- b. The action is brought within 2 years after the Insured has knowledge of the loss or damage;
- c. The action is brought in compliance with Section G.1.

10. Liberalization

If we adopt any revision in this policy which would broaden the Coverage under this policy without additional premium within 60 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

11. Premiums

- a. The First Named Insured is responsible for the payment of all premiums.
- b. Within fifteen days after the end of each month, the First Named Insured:
 - (1) Will report to the Agent the total number of Covered Property units that were covered under this policy as of the last day of that month; and
 - (2) Will remit the monthly earned premium to us through the Agent based on that report.

The monthly premium will be calculated by multiplying the Monthly Premium Rate per unit of Covered Property by the total number of such units.

- c. The First Named Insured may request that Additional Insureds be billed for the Monthly Premium Rate applicable to their Covered Property.

If the First Named Insured provides monthly billing and collection services for the Agent, all funds collected by the First Named Insured are our property.

We may examine and audit the First Named Insured's books and records relating to such premium payments at any time during the policy period and up to three years afterward.

12. Transfer of Rights and Duties Under This Policy (Assignment)

No rights and duties under this policy may be transferred.

13. Transfer of Rights of Recovery Against Others To Us (Subrogation)

If after we have made good the covered loss or damage, any Insured has rights to recover damages from another, those rights are transferred to us to the extent of our cost of repair or replacement. The Insured must do everything necessary to secure our rights and must do nothing after loss or damage to impair them.

In witness whereof, Liberty Mutual Insurance Company has caused this policy to be signed by its President and its Secretary at Boston, Massachusetts, and countersigned below by a duly authorized representative.

President

Authorized Representative of Liberty
Mutual Insurance Company

LIBERTY MUTUAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACCOUNT BASED COVERAGE ENDORSEMENT A

This endorsement modifies insurance provided under the WIRELESS COMMUNICATIONS EQUIPMENT COVERAGE INSURANCE POLICY:

- I. Part **b. Additional Insureds** of Paragraph 1. **Who Is Covered** of Section **A. COVERAGE** is deleted and replaced by the following:

b. Additional Insureds

The First Named Insured has the right to request Additional Insured status for a customer for his or her interest in the Covered Property which he, she or it owns (referred to herein collectively with the First Named Insured as "Insured"). Requests for coverage for Additional Insureds are subject to our approval.

Account Based Coverage provides coverage for Covered Property in use on any mobile number active on your account for wireless communication service with the Wireless Service Provider.

When an Additional Insured adds a new mobile number to their account with the Wireless Service Provider, coverage is effective immediately on the new mobile number and the Covered Property activated on it.

When a mobile number is removed from the Additional Insured's account with the Wireless Service Provider, coverage ceases immediately for any Covered Property associated with that mobile number.

- II. Section **C. LIMITS OF INSURANCE** is deleted and replaced by the following:

C. LIMITS OF INSURANCE

1. The most we will spend in any one occurrence to repair or replace Covered Property due to a covered claim is the applicable Per Claim (Per Occurrence) Limit shown in the Declarations. This Limit of Insurance applies separately to each covered claim.
2. a. The maximum number of replacements or repairs in any consecutive 12 month time period for each Additional Insured is limited to the applicable Aggregate Limit as shown in the Declarations.
b. The applicable Aggregate Limit is determined based on the total number of mobile numbers on an Additional Insured's account with the Wireless Service Provider. If during the coverage period, the Additional Insured adds or removes mobile numbers from their account with the Wireless Service

Provider, the Aggregate Limit will automatically be adjusted. In the event an Additional Insured removes mobile numbers from their account with the Wireless Service Provider and the number of replacements or repairs in the prior 12 month time period equals or exceeds the Aggregate Limit applicable to the new number of mobile numbers on their account, coverage will cease immediately. We will notify the Additional Insured that his or her coverage has ceased and no future premiums are due.

III. Part **b. (2)** of Paragraph **11. Premiums** of Section **G. ADDITIONAL CONDITIONS** is deleted and replaced by the following:

- (2) Will remit the monthly earned premium to us through the Agent based on that report. The Monthly Premium Rate is calculated by summing the Monthly Premium Rates for all insured accounts.

All other terms and conditions of the policy remain in full force and effect.

LIBERTY MUTUAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACCOUNT BASED COVERAGE ENDORSEMENT B

This endorsement modifies insurance provided under the WIRELESS COMMUNICATIONS EQUIPMENT COVERAGE INSURANCE POLICY:

- I. Part **b. Additional Insureds** of Paragraph 1. **Who Is Covered** of Section **A. COVERAGE** is deleted and replaced by the following:

b. Additional Insureds

The First Named Insured has the right to request Additional Insured status for a customer for his or her interest in the Covered Property which he, she or it owns (referred to herein collectively with the First Named Insured as "Insured"). Requests for coverage for Additional Insureds are subject to our approval.

Account Based Coverage provides coverage for Covered Property in use on any mobile number active on your account for wireless communication service with the Wireless Service Provider.

When an Additional Insured adds a new mobile number to their account with the Wireless Service Provider, coverage is effective immediately on the new mobile number and the Covered Property activated on it.

When a mobile number is removed from the Additional Insured's account with their Wireless Service Provider, coverage ceases immediately for any Covered Property associated with that mobile number.

- II. Section **C. LIMITS OF INSURANCE** is deleted and replaced by the following:

C. LIMITS OF INSURANCE

1. The most we will spend in any one occurrence to repair or replace Covered Property due to a covered claim is the applicable Per Claim (Per Occurrence) Limit shown in the Declarations. This Limit of Insurance applies separately to each covered claim.
2. a. The maximum number of replacements or repairs in any consecutive 12 month time period for each Additional Insured is limited to the applicable Aggregate Limit as shown in the Declarations.
- b. The applicable Aggregate Limit is determined based on the total number of mobile numbers on an Additional Insured's account with the Wireless Service Provider at the time coverage for the Additional insured begins. If during the coverage period, the Additional Insured adds or removes mobile numbers from their account with the Wireless Service Provider, the Aggregate Limit

will automatically adjust after completion of each covered claim based on the total number of mobile numbers on their account immediately after completion of the claim. If the number of replacements or repairs in the prior 12 month time period equals or exceeds the Aggregate Limit applicable after completion of the claim, coverage will cease immediately. We will notify the Additional Insured that their coverage has ceased and no future premiums are due.

III. Part **b. (2)** of Paragraph **11. Premiums** of Section **G. ADDITIONAL CONDITIONS** is deleted and replaced by the following:

- (2)** Will remit the monthly earned premium to us through the Agent based on that report. The Monthly Premium Rate is calculated by summing the Monthly Premium Rates for all insured accounts.

All other terms and conditions of the policy remain in full force and effect.

LIBERTY MUTUAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACCOUNT BASED COVERAGE ENDORSEMENT C

This endorsement modifies insurance provided under the WIRELESS COMMUNICATIONS EQUIPMENT COVERAGE INSURANCE POLICY:

- I. Part **b. Additional Insureds** of Paragraph 1. **Who Is Covered** of Section **A. COVERAGE** is deleted and replaced by the following:

b. Additional Insureds

The First Named Insured has the right to request Additional Insured status for a customer for his or her interest in the Covered Property which he, she or it owns (referred to herein collectively with the First Named Insured as "Insured"). Requests for coverage for Additional Insureds are subject to our approval.

Account Based Coverage provides coverage for Covered Property in use on any enrolled mobile number active on your account for wireless communication service with the Wireless Service Provider. For coverage to exist on any device, you must have enrolled the mobile number on which the device is used for Account Based Coverage.

When an Additional Insured enrolls a new mobile number for coverage, coverage is effective immediately on the newly enrolled mobile number and the Covered Property activated on it.

When a mobile number is removed from the Additional Insured's account with their Wireless Service Provider, coverage ceases immediately for any Covered Property associated with that mobile number.

- II. Section **C. LIMITS OF INSURANCE** is deleted and replaced by the following:

C. LIMITS OF INSURANCE

1. The most we will spend in any one occurrence to repair or replace Covered Property due to a covered claim is the applicable Per Claim (Per Occurrence) Limit shown in the Declarations. This Limit of Insurance applies separately to each covered claim.
2. a. The maximum number of replacements or repairs in any consecutive 12 month time period for each Additional Insured is limited to the applicable Aggregate Limit as shown in the Declarations.
- b. The applicable Aggregate Limit is determined based on the total number of enrolled mobile numbers on an Additional Insured's account with the Wireless Service Provider. If during the coverage period, the Additional Insured adds or removes enrolled mobile numbers from their account with the Wireless Service Provider, the Aggregate Limit will automatically be

adjusted. In the event an Additional Insured removes mobile numbers from their account with the Wireless Service Provider and the number of replacements or repairs in the prior 12 month time period equals or exceeds the Aggregate Limit applicable to the new number of enrolled mobile numbers on their account, coverage will cease immediately. We will notify the Additional Insured that his or her coverage has ceased and no future premiums are due.

III. Part **b. (2)** of Paragraph **11. Premiums** of Section **G. ADDITIONAL CONDITIONS** is deleted and replaced by the following:

- (2)** Will remit the monthly earned premium to us through the Agent based on that report. The Monthly Premium Rate is calculated by summing the Monthly Premium Rates for all insured accounts.

All other terms and conditions of the policy remain in full force and effect.

LIBERTY MUTUAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACCOUNT BASED COVERAGE ENDORSEMENT D

This endorsement modifies insurance provided under the WIRELESS COMMUNICATIONS EQUIPMENT COVERAGE INSURANCE POLICY:

- I. Part **b. Additional Insureds** of Paragraph 1. **Who Is Covered** of Section **A. COVERAGE** is deleted and replaced by the following:

b. Additional Insureds

The First Named Insured has the right to request Additional Insured status for a customer for his or her interest in the Covered Property which he, she or it owns (referred to herein collectively with the First Named Insured as "Insured"). Requests for coverage for Additional Insureds are subject to our approval.

Account Based Coverage provides coverage for Covered Property in use on any enrolled mobile number active on your account for wireless communication service with the Wireless Service Provider. For coverage to exist on any device, you must have enrolled the mobile number on which the device is used for Account Based Coverage.

When an Additional Insured enrolls a new mobile number for coverage, coverage is effective immediately on the newly enrolled mobile number and the Covered Property activated on it.

When a mobile number is removed from the Additional Insured's account with their Wireless Service Provider, coverage ceases immediately for any Covered Property associated with that mobile number.

- II. Section **C. LIMITS OF INSURANCE** is deleted and replaced by the following:

C. LIMITS OF INSURANCE

1. The most we will spend in any one occurrence to repair or replace Covered Property due to a covered claim is the applicable Per Claim (Per Occurrence) Limit shown in the Declarations. This Limit of Insurance applies separately to each covered claim.
2. a. The maximum number of replacements or repairs in any consecutive 12 month time period for each Additional Insured is limited to the applicable Aggregate Limit as shown in the Declarations.
- b. The applicable Aggregate Limit is determined based on the total number of enrolled mobile numbers on an Additional Insured's account with the Wireless Service Provider at the time coverage for the Additional insured begins. If during the coverage period, the Additional Insured adds or removes enrolled mobile numbers from their account with the Wireless Service Provider, the Aggregate Limit will automatically adjust after completion of

each covered claim based on the total number of enrolled mobile numbers on their account immediately after completion of the claim. If the number of replacements or repairs in the prior 12 month time period equals or exceeds the Aggregate Limit applicable after completion of the claim, coverage will cease immediately. We will notify the Additional Insured that their coverage has ceased and no future premiums are due.

III. Part **b. (2)** of Paragraph **11. Premiums** of Section **G. ADDITIONAL CONDITIONS** is deleted and replaced by the following:

- (2)** Will remit the monthly earned premium to us through the Agent based on that report. The Monthly Premium Rate is calculated by summing the Monthly Premium Rates for all insured accounts.

All other terms and conditions of the policy remain in full force and effect.

LIBERTY MUTUAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LINE AND ACCOUNT BASED COVERAGE ENDORSEMENT A

This endorsement modifies insurance provided under the WIRELESS COMMUNICATIONS EQUIPMENT COVERAGE INSURANCE POLICY:

- I. Part **b. Additional Insureds** of Paragraph 1. **Who Is Covered** of Section **A. COVERAGE** is deleted and replaced by the following:

b. Additional Insureds

The First Named Insured has the right to request Additional Insured status for a customer for his or her interest in the Covered Property which he, she or it owns (referred to herein collectively with the First Named Insured as "Insured"). Requests for coverage for Additional Insureds are subject to our approval.

- (1) Line Based Coverage provides coverage for Covered Property associated with a specific enrolled mobile number active on your account for wireless communication service with the Wireless Service Provider.
- (2) Account Based Coverage provides coverage for Covered Property in use on any mobile number active on your account for wireless communication service with the Wireless Service Provider.

When an Additional Insured adds a new mobile number to their account with the Wireless Service Provider, if the Additional Insured has previously chosen Account Based Coverage, coverage is effective immediately on the new mobile number and the Covered Property activated on it.

When a mobile number is removed from the Additional Insured's account with their Wireless Service Provider, coverage ceases immediately for any Covered Property associated with that mobile number.

- II. Section **C. LIMITS OF INSURANCE** is deleted and replaced by the following:

C. LIMITS OF INSURANCE

1. The most we will spend in any one occurrence to repair or replace Covered Property due to a covered claim is the applicable Per Claim (Per Occurrence) Limit shown in the Declarations. This Limit of Insurance applies separately to each covered claim.
2. When Line Based Coverage is chosen by the Additional Insured, each Additional Insured is limited to the maximum number of replacements or repairs as shown in the Aggregate Limit section in the Declarations in any consecutive 12 month time period.

When this limit is exhausted, coverage will cease immediately and we will notify the Insured that his or her coverage has ceased and no future premiums are due.

3. When Account Based Coverage is chosen by the Additional Insured,
 - a. The maximum number of replacements or repairs in any consecutive 12 month time period for each Additional Insured is limited to the applicable Aggregate Limit as shown in the Declarations.
 - b. The applicable Aggregate Limit is determined based on the total number of mobile numbers on an Additional Insured's account with the Wireless Service Provider. If during the coverage period, the Additional Insured adds or removes mobile numbers from their account with the Wireless Service Provider, the Aggregate Limit will automatically be adjusted. In the event an Additional Insured removes mobile numbers from their account with the Wireless Service Provider and the number of replacements or repairs in the prior 12 month time period equals or exceeds the Aggregate Limit applicable to the new number of mobile numbers on their account, coverage will cease immediately. We will notify the Additional Insured that his or her coverage has ceased and no future premiums are due.

III. Part **b. (2)** of Paragraph **11. Premiums** of Section **G. ADDITIONAL CONDITIONS** is deleted and replaced by the following:

- (2) Will remit the monthly earned premium to us through the Agent based on that report.

For Line Based Coverage, the monthly premium will be calculated by multiplying the Monthly Premium Rate per unit of Covered Property by the total number of such units.

For Account Based Coverage, the Monthly Premium Rate is calculated by summing the Monthly Premium Rates for all insured accounts.

All other terms and conditions of the policy remain in full force and effect.

LIBERTY MUTUAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LINE AND ACCOUNT BASED COVERAGE ENDORSEMENT B

This endorsement modifies insurance provided under the WIRELESS COMMUNICATIONS EQUIPMENT COVERAGE INSURANCE POLICY:

- I. Part **b. Additional Insureds** of Paragraph 1. **Who Is Covered** of Section **A. COVERAGE** is deleted and replaced by the following:

b. Additional Insureds

The First Named Insured has the right to request Additional Insured status for a customer for his or her interest in the Covered Property which he, she or it owns (referred to herein collectively with the First Named Insured as "Insured"). Requests for coverage for Additional Insureds are subject to our approval.

- (1) Line Based Coverage provides coverage for Covered Property associated with a specific enrolled mobile number active on your account for wireless communication service with the Wireless Service Provider.
- (2) Account Based Coverage provides coverage for Covered Property in use on any mobile number active on your account for wireless communication service with the Wireless Service Provider.

When an Additional Insured adds a new mobile number to their account with the Wireless Service Provider, if the Additional Insured has previously chosen Account Based Coverage, coverage is effective immediately on the new mobile number and the Covered Property activated on it.

When a mobile number is removed from the Additional Insured's account with their Wireless Service Provider, coverage ceases immediately for any Covered Property associated with that mobile number.

- II. Section **C. LIMITS OF INSURANCE** is deleted and replaced by the following:

C. LIMITS OF INSURANCE

1. The most we will spend in any one occurrence to repair or replace Covered Property due to a covered claim is the applicable Per Claim (Per Occurrence) Limit shown in the Declarations. This Limit of Insurance applies separately to each covered claim.
2. When Line Based Coverage is chosen by the Additional Insured, each Additional Insured is limited to the maximum number of replacements or repairs as shown in the Aggregate Limit section in the Declarations in any consecutive 12 month time period.

When this limit is exhausted, coverage will cease immediately and we will notify the Insured that his or her coverage has ceased and no future premiums are due.

3. When Account Based Coverage is chosen by the Additional Insured,
 - a. The maximum number of replacements or repairs in any consecutive 12 month time period for each Additional Insured is limited to the applicable Aggregate Limit as shown in the Declarations.
 - b. The applicable Aggregate Limit is determined based on the total number of mobile numbers on an Additional Insured's account with the Wireless Service Provider at the time coverage for the Additional insured begins. If during the coverage period, the Additional Insured adds or removes mobile numbers from their account with the Wireless Service Provider, the Aggregate Limit will automatically adjust after completion of each covered claim based on the total number of mobile numbers on their account immediately after completion of the claim. If the number of replacements or repairs in the prior 12 month time period equals or exceeds the Aggregate Limit applicable after completion of the claim, coverage will cease immediately. We will notify the Additional Insured that their coverage has ceased and no future premiums are due.

III. Part **b. (2)** of Paragraph **11. Premiums** of Section **G. ADDITIONAL CONDITIONS** is deleted and replaced by the following:

- (2)** Will remit the monthly earned premium to us through the Agent based on that report.

For Line Based Coverage, the monthly premium will be calculated by multiplying the Monthly Premium Rate per unit of Covered Property by the total number of such units.

For Account Based Coverage, the Monthly Premium Rate is calculated by summing the Monthly Premium Rates for all insured accounts.

All other terms and conditions of the policy remain in full force and effect.

LIBERTY MUTUAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LINE AND ACCOUNT BASED COVERAGE ENDORSEMENT C

This endorsement modifies insurance provided under the WIRELESS COMMUNICATIONS EQUIPMENT COVERAGE INSURANCE POLICY:

- I. Part **b. Additional Insureds** of Paragraph 1. **Who Is Covered** of Section A. **COVERAGE** is deleted and replaced by the following:

b. Additional Insureds

The First Named Insured has the right to request Additional Insured status for a customer for his or her interest in the Covered Property which he, she or it owns (referred to herein collectively with the First Named Insured as "Insured"). Requests for coverage for Additional Insureds are subject to our approval.

- (1) Line Based Coverage provides coverage for Covered Property associated with a specific enrolled mobile number active on your account for wireless communication service with the Wireless Service Provider.
- (2) Account Based Coverage provides coverage for Covered Property in use on any enrolled mobile number active on your account for wireless communication service with the Wireless Service Provider. For coverage to exist on any device, you must have enrolled the mobile number on which the device is used for Account Based Coverage.

When an Additional Insured enrolls a new mobile number for coverage, coverage is effective immediately on the newly enrolled mobile number and the Covered Property activated on it.

When a mobile number is removed from the Additional Insured's account with their Wireless Service Provider, coverage ceases immediately for any Covered Property associated with that mobile number.

- II. Section **C. LIMITS OF INSURANCE** is deleted and replaced by the following:

C. LIMITS OF INSURANCE

1. The most we will spend in any one occurrence to repair or replace Covered Property due to a covered claim is the applicable Per Claim (Per Occurrence) Limit shown in the Declarations. This Limit of Insurance applies separately to each covered claim.
2. When Line Based Coverage is chosen by the Additional Insured, each Additional Insured is limited to the maximum number of replacements or repairs as shown in the Aggregate Limit section in the Declarations in any consecutive 12 month

time period. When this limit is exhausted, coverage will cease immediately and we will notify the Insured that his or her coverage has ceased and no future premiums are due.

3. When Account Based Coverage is chosen by the Additional Insured,
 - a. The maximum number of replacements or repairs in any consecutive 12 month time period for each Additional Insured is limited to the applicable Aggregate Limit as shown in the Declarations.
 - b. The applicable Aggregate Limit is determined based on the total number of enrolled mobile numbers on an Additional Insured's account with the Wireless Service Provider. If during the coverage period, the Additional Insured adds or removes enrolled mobile numbers from their account with the Wireless Service Provider, the Aggregate Limit will automatically be adjusted. In the event an Additional Insured removes mobile numbers from their account with the Wireless Service Provider and the number of replacements or repairs in the prior 12 month time period equals or exceeds the Aggregate Limit applicable to the new number of enrolled mobile numbers on their account, coverage will cease immediately. We will notify the Additional Insured that his or her coverage has ceased and no future premiums are due.

III. Part **b. (2)** of Paragraph **11. Premiums** of Section **G. ADDITIONAL CONDITIONS** is deleted and replaced by the following:

(2) Will remit the monthly earned premium to us through the Agent based on that report.

For Line Based Coverage, the monthly premium will be calculated by multiplying the Monthly Premium Rate per unit of Covered Property by the total number of such units.

For Account Based Coverage, the Monthly Premium Rate is calculated by summing the Monthly Premium Rates for all insured accounts.

All other terms and conditions of the policy remain in full force and effect.

LIBERTY MUTUAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LINE AND ACCOUNT BASED COVERAGE ENDORSEMENT D

This endorsement modifies insurance provided under the WIRELESS COMMUNICATIONS EQUIPMENT COVERAGE INSURANCE POLICY:

- I. Part **b. Additional Insureds** of Paragraph 1. **Who Is Covered** of Section A. **COVERAGE** is deleted and replaced by the following:

b. Additional Insureds

The First Named Insured has the right to request Additional Insured status for a customer for his or her interest in the Covered Property which he, she or it owns (referred to herein collectively with the First Named Insured as "Insured"). Requests for coverage for Additional Insureds are subject to our approval.

- (1) Line Based Coverage provides coverage for Covered Property associated with a specific enrolled mobile number active on your account for wireless communication service with the Wireless Service Provider.
- (2) Account Based Coverage provides coverage for Covered Property in use on any enrolled mobile number active on your account for wireless communication service with the Wireless Service Provider. For coverage to exist on any device, you must have enrolled the mobile number on which the device is used for Account Based Coverage.

When an Additional Insured enrolls a new mobile number for coverage, coverage is effective immediately on the newly enrolled mobile number and the Covered Property activated on it.

When a mobile number is removed from the Additional Insured's account with their Wireless Service Provider, coverage ceases immediately for any Covered Property associated with that mobile number.

- II. Section **C. LIMITS OF INSURANCE** is deleted and replaced by the following:

C. LIMITS OF INSURANCE

1. The most we will spend in any one occurrence to repair or replace Covered Property due to a covered claim is the applicable Per Claim (Per Occurrence) Limit shown in the Declarations. This Limit of Insurance applies separately to each covered claim.
2. When Line Based Coverage is chosen by the Additional Insured, each Additional Insured is limited to the maximum number of replacements or repairs as shown in the Aggregate Limit section in the Declarations in any consecutive 12 month time period. When this limit is exhausted, coverage will cease immediately and

we will notify the Insured that his or her coverage has ceased and no future premiums are due.

3. When Account Based Coverage is chosen by the Additional Insured,
 - a. The maximum number of replacements or repairs in any consecutive 12 month time period for each Additional Insured is limited to the applicable Aggregate Limit as shown in the Declarations.
 - b. The applicable Aggregate Limit is determined based on the total number of enrolled mobile numbers on an Additional Insured's account with the Wireless Service Provider at the time coverage for the Additional insured begins. If during the coverage period, the Additional Insured adds or removes enrolled mobile numbers from their account with the Wireless Service Provider, the Aggregate Limit will automatically adjust after completion of each covered claim based on the total number of enrolled mobile numbers on their account immediately after completion of the claim. If the number of replacements or repairs in the prior 12 month time period equals or exceeds the Aggregate Limit applicable after completion of the claim, coverage will cease immediately. We will notify the Additional Insured that their coverage has ceased and no future premiums are due.

III. Part **b. (2)** of Paragraph **11. Premiums** of Section **G. ADDITIONAL CONDITIONS** is deleted and replaced by the following:

- (2)** Will remit the monthly earned premium to us through the Agent based on that report.

For Line Based Coverage, the monthly premium will be calculated by multiplying the Monthly Premium Rate per unit of Covered Property by the total number of such units.

For Account Based Coverage, the Monthly Premium Rate is calculated by summing the Monthly Premium Rates for all insured accounts.

All other terms and conditions of the policy remain in full force and effect.

LIBERTY MUTUAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELECTRICAL AND MECHANICAL BREAKDOWN COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the WIRELESS COMMUNICATIONS EQUIPMENT COVERAGE INSURANCE POLICY:

- I. Paragraph **2e. Electrical and Mechanical Breakdown** of Section **B. EXCLUSIONS** is deleted and not replaced.

All other terms and conditions of the policy remain in full force and effect.

LIBERTY MUTUAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the Wireless Communications Equipment Coverage Insurance Policy:

- I. Paragraph 1. **Arbitration** of Section G. **ADDITIONAL CONDITIONS** is deleted and replaced with the following:

1. Arbitration

- a. In the event a dispute has arisen because you and we fail to agree on the amount of loss or any other issue arising out of or in connection with this policy, and you and we voluntarily agree to arbitration, to resolve the dispute, the following arbitration provisions will apply.
1. Such arbitration shall be nonbinding, and resolved before a single Arbitrator.
 2. The selection of the arbitrator shall be governed by, and all arbitration shall be administered by the American Arbitration Association ("AAA") in accordance with its Wireless Industry Rules and Procedures in effect at the time the arbitration is agreed to and filed. The rules and procedures as well as forms and information on arbitration in general may be obtained by calling 1-800-778-7898, or by visiting AAA's website at www.adr.org.
 3. Any arbitration which the insured attends will take place within the county of the insured residence or place of business unless the insured has no place of business then the arbitration will be held within the Federal judicial district that includes the Insured's billing address.
 4. Upon written request, we will advance to the insured either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether the Insured or us will ultimately be responsible for these fees and may waive the Insured's fees upon a finding of economic hardship.
 5. The arbitrator shall apply relevant substantive law and applicable statutes of limitation and shall provide written reasoned findings of fact and conclusions of law. This arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1, et. seq.
 6. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the arbitration provision.

Neither you nor we shall be bound by the decision of the Arbitrator and our mutual agreement for Arbitration shall not waive any of our rights or your rights.

- II. Paragraph 3. **Cancellation** of Section G. **ADDITIONAL CONDITIONS** is deleted and replaced with the following:

3. Cancellation

a. How Named Insured Cancels

The Named Insured may cancel this policy by mailing or delivering to us advance written notice of cancellation.

In this event, the Named Insured agrees to pay or act as delivery agent for notice of cancellation to all Additional Insureds 60 days prior to cancellation of their Coverage.

b. How Additional Insureds Cancel

An Additional Insured may cancel the coverage provided by notifying the Agent or the Wireless Service Provider who will advise the Agent.

c. How We Cancel

(1) We may cancel coverage for nonpayment of premium by mailing or delivering written notice of cancellation, including the actual reason for cancellation, at least 10 days before the effective date of cancellation.

(2) When an Insured's coverage has been in effect for less than 60 days, we may cancel for any reason by mailing or delivering written notice of cancellation, including the actual reason for cancellation, at least 30 days before the effective date of cancellation. We may cancel the coverage of any Insured for fraud or intentional misrepresentation made in obtaining this insurance or in filing a claim under this insurance, by mailing or delivering written notice of cancellation, including the actual reason for cancellation, at least 15 days before the effective date of cancellation.

(3) When coverage has been in effect for 60 days or more, we may cancel the coverage of any Insured for fraud or intentional misrepresentation made in obtaining this insurance or in filing a claim under this insurance, by mailing or delivering written notice of cancellation, including the actual reason for cancellation, at least 20 days before the effective date of cancellation.

(4) We also may cancel Coverage for all Insureds by mailing or delivering written notice of cancellation at least 30 days before the effective date of cancellation, including the actual reason for cancellation, if:

(a) For any reason, we choose to stop providing this coverage for all Insureds in a given class;

(b) The Wireless Service Provider has provided monthly premium billing and collection service and ceases to do so; or

(c) The Agent or the Authorized Service Center, Asurion Insurance Services, Inc., ceases to provide its claim service.

(5) How Notice of Cancellation Is Provided

If there is a cancellation in accordance with Section G.3.c., notice will be sent to:

(i) Each Insured affected by the cancellation, using the last mailing address on file with the Named Insured;

(ii) The Agent; and

(iii) The Named Insured.

The Named Insured agrees to pay or act as delivery agent for notice of cancellation to all Additional Insureds.

d. Effective Date of Cancellation

Notice of cancellation will state the effective date of cancellation. The coverage will end on that date.

e. Return Premiums, If Any

If this policy is canceled, any refunds due will be on a pro rata basis. The cancellation will be effective even if the refund has not been made or offered.

f. Proof of Mailing

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

III. Paragraph 9. Legal Action Against Us of Section **G. ADDITIONAL CONDITIONS** is deleted and replaced with the following:

9. Legal Action Against Us

No one may bring a legal action against us under this policy unless:

- a.** There has been full compliance with all the terms of this policy;
- b.** The action is brought within the time allowed by law after the Insured has knowledge of the loss or damage;
- c.** The action is brought in compliance with Section G.1.

IV. The following is added to Section G. ADDITIONAL CONDITIONS:

The following sections are added to the policy:

A. Nonrenewal

If we decide not to renew this policy, we will mail to the Named Insured, at the mailing address last known to us, written notice of nonrenewal at least 60 days before the end of the policy period or its anniversary date, if the policy is written for a period of more than 1 year or with no fixed expiration date. We are not required to send this notice if nonrenewal is because of your failure to pay any required renewal premium.

B. Required Consumer Information

The Arkansas Insurance Department Consumer Services Division may be contacted at the following address and telephone numbers:

Arkansas Insurance Department
Consumer Services Division
1200 West 3rd Street,
Little Rock, AR 72201-1904
Phone: (800) 852-5494 or (501) 371-2640

SERFF Tracking Number: *PERR-125870236* *State:* *Arkansas*
Filing Company: *Liberty Mutual Insurance Company* *State Tracking Number:* *#? \$50*
Company Tracking Number: *LMIC-IM-WCEC-AR-08-01-F*
TOI: *09.0 Inland Marine* *Sub-TOI:* *09.0005 Other Commercial Inland Marine*
Product Name: *Asurion- Wireless Communications Equipment Coverage*
Project Name/Number: *LMIC-IM-WCEC-AR-08-01-F/LMIC-IM-WCEC-AR-08-01-F*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PERR-125870236 State: Arkansas
Filing Company: Liberty Mutual Insurance Company State Tracking Number: #? \$50
Company Tracking Number: LMIC-IM-WCEC-AR-08-01-F
TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
Product Name: Asurion- Wireless Communications Equipment Coverage
Project Name/Number: LMIC-IM-WCEC-AR-08-01-F/LMIC-IM-WCEC-AR-08-01-F

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 11/17/2008

Comments:

Attachment:

2007 NAIC FFS.pdf

Satisfied -Name: Support **Review Status:** Approved 11/17/2008

Comments:

Attachments:

Explanatory Memo - Form.pdf

Forms List - AR.pdf

Standard Support - Forms.pdf

PK Filing Authorization for LMIC021508.pdf

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	LMIC-IM-WCEC-AR-08-01-F			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	LMIC-IM-WCEC-AR-08-01-R			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Declarations Page	CLHI 006 Ed. (10/2008)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CLHI 006 Ed. (3/2005)	
02	Wireless Communication Equipment Coverage Insurance Policy	CLHI 005 Ed. (10/2008)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CLHI 005 Ed. (03/2005)	
03	Account Based Coverage Endorsement A	CLHI 007 (10/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Account Based Coverage Endorsement B	CLHI 008 (10/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Account Based Coverage Endorsement C	CLHI 009 (10/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Account Based Coverage Endorsement D	CLHI 010 (10/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Line and Account Based Coverage Endorsement A	CLHI 011 (10/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Line and Account Based Coverage Endorsement B	CLHI 012 (10/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Line and Account Based Coverage Endorsement C	CLHI 013 (10/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Line and Account Based Coverage Endorsement D	CLHI 014 (10/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11	Electrical and Mechanical Breakdown Coverage Endorsement	CLHI 015 (10/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12	Arkansas Amendatory Endorsement	CLHI-AR 004 (10/2008)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CLHI-AR 004 (03/2005)	

Liberty Mutual Insurance Company
Wireless Communications Equipment Coverage

Explanatory Memorandum – Form Filing

Liberty Mutual Insurance Company (“the Company”) is filing, for your review and approval, a new coverage option to be made available under the Company’s Wireless Communications Equipment program, “Account Based Coverage.” The Company’s Wireless Communications Equipment Coverage program, as currently filed, provides coverage to insured wireless subscribers on a line by line (i.e., mobile number) basis (“Line Based Coverage”). Account Based Coverage is designed to provide coverage for subscribers on an account basis where multiple mobile numbers, and multiple items of Communication Equipment associated with those mobile numbers, may be active under one subscriber account with the Communications Provider. (“Communication Equipment” includes cell phone or similar equipment or devices where phone and pager capabilities are incorporated into other communication equipment or devices, such as personal digital assistants (PDA), wireless aircards, and associated devices or other unspecified communication equipment or devices.) Line Based Coverage will continue to be available for subscribers with a single mobile number and its one associated item of Communication Equipment

The Company is submitting eight new Account Based Coverage endorsements, as well as a revised declarations page that has been modified to accommodate Account Based Coverage. In addition, as part of this filing, the Company is submitting a revised policy form and a clarifying endorsement that deletes an exclusion contained within the policy form. The revisions being proposed to the policy form are editorial in nature, do not affect the coverage being provided, and do not have a rate impact. Due to the editorial changes to the policy form, the state amendatory form has also been revised.

Background

This program is a commercial inland marine policy principally designed to cover loss, theft, damage and/or mechanical or electrical breakdown to Communication Equipment, thus allowing the insured communication service provider (“Communication Provider”) to reduce or mitigate any interruption of services to its customers. Because insureds frequently change the Communication Equipment associated with their mobile number, coverage has been designed to flexibly follow the mobile number and the Communication Equipment associated with that number at any given time.

The program is marketed and administered by an exclusive licensed agent (“Program Administrator”) of the Company. The Program Administrator works with the Company and the Communication Provider to select specific plan options for each policy issued to insured Communication Providers. In addition, the Program Administrator administers the policy, responds to insurance inquiries from the subscribers, collects premiums from the Communication Providers, and services claims.

Communication Providers provide Communication Equipment and related voice or messaging services to their customers. When customers purchase equipment or activate their voice, data and/or messaging service, the Communication Providers’ personnel offer them the opportunity to request enrollment for insurance coverage. Brochures containing the coverage terms and summaries of significant program components are available. If the customer requests enrollment under the insurance program, the request is transmitted electronically to the Program Administrator. If eligible, the customer becomes an enrolled subscriber under the program, and the customer’s account with the insured Communication Provider is periodically billed (generally monthly).

Forms

The Company is submitting the following forms:

- o The declarations page (form number CLHI 006), which has been revised to accommodate Account Based Coverage and to provide specific information such as the coverage plan, applicable deductible, etc. We have also made some minor editorial revisions to the declarations page. To assist in the review process, we included explanatory language in red text. A redlined version of the declarations page, highlighting the specific changes being introduced, is included as Exhibit 3.
- o A revised main policy form (form number CLHI 005) outlines the coverage and conditions of the policy. The revisions are editorial in nature, do not affect coverage and have no rate impact. To assist in the review process, we included explanatory language in red text. A redlined version of the policy form, highlighting the specific changes being made, is included as Exhibit 4.
- o Eight new endorsements are introduced to support Account Based Coverage. Four modify the policy to provide only Account Based Coverage (“Account Based Coverage Endorsements”). Four modify the policy to accommodate both Line and Account Based Coverage (“Line and Account Based Coverage Endorsements”):
 - Account Based Coverage Endorsements replace portions of the Coverage, Limits of Insurance and Additional Conditions sections of the policy to reflect Account Based Coverage rather than Line Based Coverage.
 - Form numbers CLHI 007 and CLHI 008 apply when only Account Based Coverage is provided under that policy and the Communications Equipment associated with all of the mobile numbers under a subscriber’s insured account are enrolled for coverage. CLHI 007 applies if the aggregate limit is reviewed at the time an Additional Insured adds or removes mobile numbers. CLHI 008 applies if the aggregate limit is reviewed at the time a replacement or repair is provided.
 - Form numbers CLHI 009 and CLHI 010 apply when only Account Based Coverage is provided under that policy and subscribers elect to enroll only the Communications Equipment associated with select mobile numbers under their account. CLHI 009 applies if the aggregate limit is reviewed at the time an Additional Insured adds or removes mobile numbers. CLHI 010 applies if the aggregate limit is reviewed at the time a replacement or repair is provided.
 - Line and Account Based Coverage Endorsements replace portions of the Coverage, Limits of Insurance and Additional Conditions sections of the policy to reflect both Account Based Coverage and Line Based Coverage.
 - Form numbers CLHI 011 and CLHI 012 apply when both Account Based Coverage and Line Based Coverage are provided under that policy and the Communications Equipment associated with all of the mobile numbers under a subscriber’s insured account is enrolled for coverage. CLHI 011 applies if the aggregate limit is reviewed at the time an Additional Insured adds or removes mobile numbers. CLHI 012 applies if the aggregate limit is reviewed at the time a replacement or repair is provided.
 - Form numbers CLHI 013 and CLHI 014 apply when both Account Based Coverage and Line Based Coverage are provided under that policy and subscribers elect to enroll only the Communications Equipment associated with select mobile numbers under their account. CLHI 013 applies if the aggregate limit is reviewed at the time an Additional Insured adds or removes mobile numbers. CLHI 014 applies if the aggregate limit is reviewed at the time a replacement or repair is provided.
- o A new Electrical and Mechanical Breakdown Coverage Endorsement (form number CLHI 015) deletes the “electrical and mechanical breakdown” exclusion contained in the policy when these are covered causes of loss, i.e. when plan 3 or 5 is selected on the declaration page. This endorsement replaces a statement that was removed from the policy as part of the editorial changes and has no

rate impact. When this exclusionary endorsement is added to a policy, the exclusions section of the policy will be renumbered accordingly to reflect the elimination of the exclusion.

A forms list showing all of the forms which will be used with this program is enclosed.

Liberty Mutual Insurance Company
Wireless Communications Equipment Coverage

Comprehensive Forms List - Arkansas

Form Name	Form Number/Edition Date	
	Proposed	Current
Declarations Page	CLHI 006 (10/2008)	CLHI 006 (06/2005)
Wireless Communications Equipment Coverage Insurance Policy	CLHI 005 (10/2008)	CLHI 005 (03/2005)
Commercial Inland Marine – Schedule – Covered Property	N/A	CLHI 003 (03/2005)
Account Based Coverage Endorsement A	CLHI 007 (10/2008)	N/A
Account Based Coverage Endorsement B	CLHI 008 (10/2008)	N/A
Account Based Coverage Endorsement C	CLHI 009 (10/2008)	N/A
Account Based Coverage Endorsement D	CLHI 010 (10/2008)	N/A
Line and Account Based Coverage Endorsement A	CLHI 011 (10/2008)	N/A
Line and Account Based Coverage Endorsement B	CLHI 012 (10/2008)	N/A
Line and Account Based Coverage Endorsement C	CLHI 013 (10/2008)	N/A
Line and Account Based Coverage Endorsement D	CLHI 014 (10/2008)	N/A
Electrical and Mechanical Breakdown Coverage Endorsement	CLHI 015 (10/2008)	N/A
Amendatory Endorsement	CLHI-AR 004 (10/2008)	CLHI-AR 004 (03/2005)

This Commercial Inland Marine Policy is underwritten by
LIBERTY MUTUAL INSURANCE COMPANY

Insurer:

Communication
Provider: Wireless
Carrier:

Policy Number:

Named Insured

and

Mailing Address:

Policy Period: From: _____ To: _____
12:01 a.m., standard time at the mailing address shown above.

Agent:

Authorized Service Center:

Mailing Address:

Toll Free:

Internet Website:

Insurance Provided:

In return for the payment of the premium, and subject to all the terms of this policy, we agree to provide the insurance as stated in this policy.

Covered Property:

Covered Causes of Loss

Plan 1 Plan 2 Plan 3 Plan 4 Plan 5

{Please refer to Section A.
COVERAGE, Subsection 6.
Covered Causes of Loss}

Coverage Eligibility

(a) Eligible _____ initial activation only; or

{Please refer to Section G.
ADDITIONAL CONDITIONS,
Subsection 4. Eligibility}

(b)(1) Eligible at anytime without a waiting period; or

(2) Eligible if enrolled within _____ days from initial activation only

(3e) Eligible if enrolled within _____ days from initial activation without waiting period; **and** Eligible for coverage after a waiting period of _____ days following the submission of the request for enrollment if such request is submitted _____ days after activation of wireless service.

Coverage Territory

(a) (b)

{Please refer to Section A.
COVERAGE, Subsection 5.
Coverage Territory}

Limits of Insurance

▪ Per Claim (Per _____)

Occurrence) Limit

▪ Aggregate Limit

{Please refer to Section G.
ADDITIONAL CONDITIONS,
Subsection 4. Eligibility}

Monthly Premium Rate

{Please refer to Section G.
ADDITIONAL CONDITIONS,
Subsection 11.Premiums}

Deductible

{Please refer to Section D.
DEDUCTIBLE}

Non-Return Fee

{Please refer to Section E.
INSURED'S DUTIES IN EVENT
OF LOSS TO INSURED'S
COVERED PROPERTY,
Subsection 8. Return of Damaged
and/or Malfunctioning Covered
Property}

Salvage Non-Return Fee _____

Form Numbers of Coverage Forms, Endorsements and other forms that are a part of this policy:

Our President and Secretary have signed this policy

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LIBERTY MUTUAL INSURANCE COMPANY

WIRELESS COMMUNICATIONS EQUIPMENT COVERAGE INSURANCE POLICY

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

The words "we," "us" and "our" refer to the Insurance Company shown in the Declarations that is providing this insurance.

The terms 'you' and 'your' mean, as the context requires, the First Named Insured or any Additional Insured or both.

The word "Agent" refers to the Agent or Broker shown in the Declarations.

The term "Authorized Service Center" means the organization shown in the Declarations who is providing repair and replacement services on our behalf.

The term "Wireless Service Provider" means the wireless carrier Communication Provider shown in the Declarations, who is the First Named Insured, providing the wireless telephone or communication services which is used by the Covered Property.

A. COVERAGE

In exchange for premium paid when due, we agree to provide the coverage as stated in this policy on a month to month basis, provided that any covered damage or loss to the Covered Property is sustained while your coverage is in effect.

1. Who Is Covered

a. First Named Insured

The First Named Insured is the Wireless Service Provider shown in the Declarations for its interest in Covered Property.

b. Additional Insureds

The First Named Insured has the right to request Additional Insured status for a customer for his or her interest in Covered Property which he, she or it owns (referred to herein collectively with the First Named Insured as "Insured"). Requests for coverage for Additional Insureds are subject to our approval.

2. Covered Property

Covered Property means only the mobile wireless communications equipment shown in the Declarations.

3. Property Not Covered

Covered Property does not include:

- a. Contraband or property used in the course of illegal transportation or trade;
- b. The value of, and the cost to research, replace or restore data, or programs ~~not non~~-standard for the make and model.
- c. Proprietary handsets included with automobile wireless systems and any motor vehicle or watercraft original or after-market equipment or accessories, whether or not permanently installed, including any antenna or wiring.
- d. Any other equipment or accessories not described as Covered Property.
- e. Property that has been entrusted to (including to and from) others for any service, repair or replacement, other than the Authorized Service Center or its designee.
- f. Any fees or charges assessed by the Wireless Service Provider, whether the charges incurred are legitimate or fraudulent.
- g. Face plates, personalized data, or customized or downloaded software such as music, PIM's, ring tones, games, screen savers.
- h. Wireless Equipment whose unique identification number (ESN, MEID or IMEI) has been altered, defaced or removed.
- i. Removable data storage devices.

j. Non-standard batteries.

4. Coverage Period

We cover direct loss or damage that occurs during the policy period shown in the Declarations. Subject to G.4.b. ~~and c.~~, coverage for each Additional Insured begins when coverage of the Additional Insured is approved by us and is retroactive to the date of the application of such Additional Insured. If we do not approve your application for coverage, we will notify you within 30 days that you have not been accepted for coverage.

5. Coverage Territory

We insure the Covered Property ~~as shown:~~

a. ~~{If coverage territory "a" is selected in the Declarations, then the following language will appear: when it is present in the United States, or its territories and Canada ~~and Puerto Rico.~~ We do not insure the Covered Property when it is outside the United States, or its territories or Canada ~~or Puerto Rico;~~ or;}~~

or

b. ~~{If coverage territory "b" is selected in the Declarations, then the following language will appear: worldwide wherever it is located in the world.}~~

Any claims occurring outside the United States will be processed in the United States.

6. Covered Causes of Loss

a. ~~Covered Causes of Loss~~ ~~{If "Plan 1" is selected in the Declarations, then the following language will appear: Covered Causes of Loss means risks of being directly damaged, except as limited or excluded elsewhere in this policy}; or~~

b. ~~Covered Causes of Loss~~ ~~{If "Plan 2" is selected in the Declarations, then the following language will appear: Covered Causes of Loss means risks of being lost or stolen, except as limited or excluded elsewhere in this policy}; or~~

c. ~~Covered Causes of Loss~~ ~~{If "Plan 3" is selected in the Declarations, then the following language will appear: Covered Causes of Loss means risks of mechanical or electrical breakdown or being directly damaged, except as limited or excluded elsewhere in this policy}; or~~

d. ~~Covered Causes of Loss~~ ~~{If "Plan 4" is selected in the Declarations, then the following language will appear: Covered Causes of Loss means risks of being lost, stolen or directly damaged, except as limited or excluded elsewhere in this policy}; or~~

e. ~~Causes of Loss~~ ~~{If "Plan 5" is selected in the Declarations, then the following language will appear: Covered Causes of Loss means risks of mechanical or electrical breakdown or being lost, stolen or directly damaged, except as limited or excluded elsewhere in this policy.}~~

~~All other terms and conditions of the policy remain in full force and effect~~

B. EXCLUSIONS

1. This insurance does not apply to loss or damage caused directly or indirectly by any of the following:

a. Governmental Authority

Seizure or destruction of property by order of governmental authority.

b. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused. If physical loss or damage by fire ensues, we will pay only for such ensuing loss or damage.

c. War

(1) War, including undeclared or civil war;

(2) Warlike action by a military force; or

(3) 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.

2. This insurance does not apply to loss or damage caused by or resulting from any of the following:

a. Delay, Loss of Use

Delay, loss of use, loss of service, loss of market, or any other consequential loss or damage, including, but not limited to, loss of time, loss of profits, inconvenience or delay in repairing or replacing lost or damaged Covered Property.

b. Dishonest, Intentional, or Criminal Acts

~~_____ Dishonest, intentional, fraudulent or criminal acts by an Insured you or by any person entrusted with authorized user of the Covered Property; anyone you entrust with the Covered Property, or anyone else with an interest in the Covered Property for any purpose, whether acting alone or in collusion with others, with respect to his or her coverage under this insurance.~~

c. Obsolescence

Obsolescence or depreciation.

d. Wear, Deterioration, Latent Defect

(1) Wear and tear, deterioration; or

(2) Hidden or latent defect, including equipment design defect, or any quality in the property that causes it to damage or destroy itself.

e. Electrical and Mechanical Breakdown

Mechanical breakdown and disturbance caused by battery power or any artificially generated electrical current.

~~This exclusion does not apply under A.6.c and A.6.e Covered Causes of Loss.~~

f. Cosmetic Damage

Cosmetic damage, however caused, that does not affect the manufacturer's intended use. This includes, but is not limited to:

(1) Cracking, marring, or scratching.

(2) Change in color or other change in the exterior finish.

g. Covered Under Warranty

Loss or damage that is covered under the manufacturer's warranty. In the event we have knowledge of a prior malfunction, proof of repair may be required before coverage for future claims is applicable.

h. Late Claims

Claims reported to our Agent more than 30 days after the time of loss or damage.

i. Programming, Repair Work

Programming, cleaning, adjusting, repairing, modifying, or performing any other work upon Covered Property.

j. Virus

Computer virus or any other malicious code or similar instruction that:

(1) Disrupts the normal operation of the Covered Property; or

(2) Results in destruction of or unsuitability of data or programs stored in the Covered Property.

k. Voluntary Parting

Voluntarily parting with Covered Property by an Insured or by any person entrusted with Covered Property, whether or not induced to do so by any fraudulent scheme, trick, device or false pretense.

l. Intentional Loss or Damage

Damage to Covered Property which is the result of it having been used in a manner inconsistent for which it was designed or intended by the manufacturer. We also do not cover damage that is intentional or the result of abuse.

m. Pollution

The discharge, dispersal, seepage, migration, ~~or escape or presence~~ of pollutants. Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals, artificially produced electric fields, magnetic field, electromagnetic field, sounds waves, microwaves, all artificially produced ionizing or non-ionizing radiation and/or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

C. LIMITS OF INSURANCE

The most we will spend, ~~for in~~ any one ~~loss occurrence~~ to repair or replace Covered Property due to a covered claim is the applicable ~~Limit of Insurance Per Claim (Per Occurrence) Limit~~ shown in the ~~Declarations These Limits. The Limit~~ of Insurance ~~apply applies~~ separately to each covered claim.

Each ~~Additional~~ Insured is limited to ~~2 losses the maximum number of replacements or repairs as shown in the Aggregate Limit section in the Declarations~~ in any consecutive 12 month time period. When this limit is exhausted, coverage will cease immediately and we will notify the ~~Additional~~ Insured that his or her coverage has ceased and no future premiums are due.

D. DEDUCTIBLE

The deductible ~~as~~ shown in the ~~Declarations~~ is non-refundable and is payable at the time a repair or replacement is approved by the Authorized Service Center. This Deductible will apply to each filed and approved covered claim, and does not reduce the Limit of Insurance. Only an Insured may pay the deductible.

E. INSURED'S DUTIES IN EVENT OF LOSS TO INSURED'S COVERED PROPERTY

In the event of loss or damage to Covered Property, the Insured presenting the claim must cooperate with us and see that the following are done:

1. Notify Wireless Service Provider

If the Covered Property is lost or stolen, notify the Wireless Service Provider to suspend your wireless communications service prior to filing the claim.

2. Notify Police

If a claim involves a violation of law or any loss of possession, notify the police and obtain a police report or case number, the police station phone number, and the officer's name and badge number taking the report. If requested, provide a copy of the police report to our Agent within 30 days of request.

3. Notify Agent, Give Description

Notify the Agent within 30 days of the time of loss

Give a complete description of:

- a. The Covered Property, including telephone number, device make and model, and unique identification number (ESN, MEID or IMEI); and
- b. How, when and where the loss or damage occurred.

4. Protect

Take all reasonable steps to protect the Covered Property from further damage.

5. Permit Inspection

Permit us or our Agent to inspect the damaged property. If requested, take or send, the Covered Property to our or our Agent's designee for equipment failure evaluation.

6. Statement Under Oath

If requested by us or our Agent, submit to questioning under oath about a claim or other matter relating to this ~~Policy policy~~. In such event, the answers must be signed.

7. Proof of Loss and Ownership

If required, provide:

- a. A copy of original ownership records, such as a bill of sale.
- b. A signed, sworn proof of loss or damage containing the information we or our Agent request to settle the claim. We may require this statement to be notarized, for which you may incur a nominal fee.
- c. A copy of ~~a~~ government-issued photo identification.
- d. Other records and documents that may be reasonably requested.

These records must be provided within 30 days after our request for the documentation.

8. ~~Salvage and Recovery~~ Return of Damaged and/or Malfunctioning Covered Property

The Additional Insured is required to return the damaged property ~~[including, if coverage is provided under this policy,~~ property that suffered mechanical and electrical breakdown], to the Authorized Service Center. If the replacement equipment is sent to you, the Authorized Service Center will provide a prepaid shipping label and envelope in which to return the damaged property ~~in~~.

Disposal of the damaged Covered Property other than by returning it to the Authorized Service Center requires the prior consent of the Authorized Service Center.

If the damaged Covered Property is not returned to the Authorized Service Center within 15 days of the receipt of the replacement equipment, a ~~Salvage~~ Non-Return Fee as applicable to the model of Covered Property, not to exceed the Non-Return Fee as shown in the Declarations may be ~~billed~~ charged to the Additional Insured. ~~The Salvage Non-Return Fee will not exceed the actual value of the Covered Property that was not returned.~~

Any recovery of lost or stolen property will accrue entirely to our benefit.

9. Take Delivery

We may make available to you the approved replacement ~~device~~ equipment for pick up at your Wireless Service Provider. We may also ship the approved replacement ~~device~~ equipment through our Authorized Service Center directly to you within the United States. ~~You for which you~~ must be available to take delivery of the replacement equipment within 30 days of claim authorization ~~or~~. If you are not available at the time you agree to take delivery, you may be required to pay the ~~added~~ cost of re-~~delivery~~ shipping your replacement equipment.

F. OUR DUTIES IN EVENT OF LOSS

1. When We Repair or Replace

If a claim is made, we or our Agent will notify the Insured of our Agent's assessment of the claim within 10 days after we or our Agent receive all the information requested from the Insured presenting the claim.

Repair or replacement of the lost or damaged Covered Property will be done within 30 days after the Insured, or his or her designee has complied with all the terms of this Policy ~~policy~~, and we have agreed with the Insured about the repair or replacement.

2. Our Options

At our option, we or our Agent may provide substitute equipment or repair the Covered Property with substitute parts, of like kind, quality and functionality, that:

- a. Have/Has been refurbished or remanufactured, and may contain non-original manufacturer parts; or
- b. Are/Is a different brand, model or color.

G. ADDITIONAL CONDITIONS

1. Arbitration _____

This Arbitration provision requires the submission of any dispute to Arbitration.

- a. Instead of first suing in court, disputes or controversies must be arbitrated on an individual, non-class basis, without resort to any form of class action or class arbitration. This will apply without limitation to disputes or controversies of any nature whatsoever (whether in contract, tort, or otherwise, including statutory, common law, fraud, other intentional tort, property and equitable claims) arising out of, relating to, or in connection with:

- (1) This policy;
- (2) Any activities, transactions, services or interactions of any kind involving any Insured and us, and the relationships which result from this policy, including, to the full extent permitted by applicable law, relationships with third parties who are not parties to this policy; or
- (3) The validity, scope or enforceability of this arbitration provision or the entire policy.

For purposes of this section G.1., "we" or "us" will include any of our employees, agents, representatives or associated businesses who are involved in any way in any activities, transactions, or services with any Insured relating to this policy.

- b. Such arbitration shall be nonbinding, and be resolved before a single arbitrator. All Insureds and we waive any right to pursue on a class basis any such dispute, controversy or claim, even if applicable law permits class actions or class arbitrations.
- c. The selection of the arbitrator shall be governed by, and all arbitration shall be administered by the American Arbitration Association ("AAA") in accordance with its Wireless Industry Rules and Procedures in effect at the time the demand for arbitration is filed. The Rules and Procedures, as well as forms and information on arbitration in general may be obtained by calling 1-800-778-7879, or by visiting AAA's Web site at www.adr.org.
- d. Any arbitration which the Insured attends will take place at a location within the federal judicial district that includes the Insured's billing address at the time the demand for arbitration is filed.
- e. Upon written request, we will advance to the Insured either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether the Insured or us will ultimately be responsible for these fees and may waive the Insured's fees upon a finding of economic hardship.
- f. The arbitrator shall apply relevant, substantive law and applicable statutes of limitation and shall provide written reasoned findings of fact and conclusions of law. This arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1, et. seq.
- g. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the arbitration provision.

THE INSURED AND WE AGREE THAT THIS ARBITRATION WILL BE ON AN INDIVIDUAL BASIS.

THE INSURED AND WE UNDERSTAND AND AGREE THAT BECAUSE OF THIS ARBITRATION PROVISION NEITHER INSURED NOR WE WILL HAVE THE RIGHT TO FIRST GO TO COURT, HAVE A JURY TRIAL OR PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS UNDER A CLASS ACTION OR CLASS ARBITRATION UNTIL THE ARBITRATION REQUIRED BY THIS PROVISION HAS BEEN COMPLETED AND THE INSURED AND WE HAVE BEEN UNABLE TO RESOLVE OUR DISPUTE, CLAIM OR CONTROVERSY.

FURTHER, ALL INSURED AND WE WAIVE OUR RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANT UNDER A CLASS ARBITRATION EVEN IF CLASS ARBITRATION WOULD OTHERWISE BE PERMISSIBLE UNDER APPLICABLE LAW.

2. Claim Authorization and Loss Payment

We or our Agent has the right to settle the loss with the Insured or his or her designee.

No claims will be accepted unless authorized by our Agent.

All repairs and replacements must be made by the Authorized Service Center, unless the Authorized Service Center gives the Insured other specific directions. In no event will Insureds be reimbursed for any out-of-pocket expenses.

3. Cancellation

a. How First Named Insured Cancels

The First Named Insured may cancel this policy by mailing or delivering to us advance written notice of cancellation.

In this event, the First Named Insured agrees to deliver notices of ~~cancellatiuen~~ cancellation to all ~~Additional~~ Additional Insureds, 60 days prior to cancellation of their coverage, or to pay the Agent for delivery thereof.

b. How Additional Insureds Cancel

An Additional Insured may cancel the coverage provided ~~to him or her~~ by notifying the Agent or the Wireless Service Provider, who will advise the Agent.

c. How We Cancel

(1) We may cancel coverage for nonpayment of premium by mailing or delivering written notice of cancellation, including the actual reason for cancellation, at least 10 days before the effective date of cancellation.

(2) When an Additional Insured's coverage has been in effect for less than 60 days, we may cancel for any reason by mailing or delivering written notice of cancellation, including the actual reason for cancellation, at least 30 days before the effective date of cancellation. We may cancel the

coverage of any Additional Insured for fraud or intentional misrepresentation made in obtaining this insurance or in filing a claim under this insurance, by mailing or delivering written notice of cancellation, including the actual reason for cancellation, at least 15 days before the effective date of cancellation.

- (3) When coverage has been in effect for 60 days or more, we may cancel the coverage of any Additional Insured for fraud or intentional misrepresentation made in obtaining this insurance or in filing a claim under this insurance, by mailing or delivering written notice of cancellation, including the actual reason for cancellation, at least 15 days before the effective date of cancellation.
- (4) We also may cancel coverage for all Insureds by mailing or delivering written notice of cancellation at least 30 days before the effective date of cancellation, including the actual reason for cancellation, if:
 - (a) For any reason, we choose to stop providing this coverage for all Insureds in a given class;
 - (b) The Wireless Service Provider has provided monthly premium billing and collection service and ceases to do so; or
 - (c) The Agent or the Authorized Service Center ceases to provide its claim service.

(5) How Notice of Cancellation Is Provided

If there is a cancellation in accordance with Section G.3.c., notice will be sent to:

- (a) Each Additional Insured affected by the cancellation, using his or her the last mailing address on file with the First Named Insured;
- (b) The Agent; and
- (c) The First Named Insured.

The First Named Insured agrees to pay or act as delivery agent for notice of cancellation to all Additional Insureds.

d. Effective Date of Cancellation

Notice of cancellation will state the effective date of cancellation. The coverage will end on that date.

e. Return Premiums, If Any

If this policy is canceled, any refunds due will be on a pro rata basis. The cancellation will be effective even if the refund has not been made or offered.

f. Proof of Mailing

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

4. Eligibility

- a. To be eligible for coverage you must be a valid, active and current subscriber of your Wireless Service Provider.

- b. {If Coverage Eligibility "1" is selected in the Declarations, then the following language will appear: If you request enrollment and your request is approved by us, your coverage is retroactive to the date of your application. The successful completion of a test call to the Covered Property may be required prior to our approval.}

{If Coverage Eligibility "2" is selected in the Declarations, then the following language will appear: If your request for enrollment of coverage is submitted, within the number of days as shown in the Declarations days, of initial activation of the "Wireless Service Provider's" service for the Covered Property, and you are approved by us, ~~we cover direct loss or damage that occurs during the policy period shown in the Declarations~~ your coverage is retroactive to the date of your application. The successful completion of a test call to the Covered Property may be required prior to our approval.

- ~~c.~~ If your request for enrollment of coverage is submitted, more than the number of days as shown in the Declarations days, after initial activation of the "Wireless Service Provider's" service for the Covered Property, —

~~(1) you are not eligible for this insurance and your enrollment will be rejected; in such instance, no coverage is ever in effect; or }~~

- ~~(2) the Additional Insured's~~

{If Coverage Eligibility "3" is selected in the Declarations, then the following language will appear: If your request for enrollment of coverage is submitted within the number of days shown in the

Declarations days, of initial activation of the “Wireless Service Provider’s” service for the Covered Property, and you are approved by us, your coverage is retroactive to the date of your application. If your request for enrollment of coverage is submitted more than the number of days as shown in the Declarations days, after initial activation of the “Wireless Service Provider’s” service for the Covered Property and you are approved by us, coverage will begin after a waiting period as of the number of days shown in the Declarations days following the submission of the request for enrollment and the successful completion of a test call to the Covered Property, unless we or our Agent notify you prior to completion of the waiting period that your request is not approved. The successful completion of a test call to the Covered Property may be required prior to our approval.}

dc. You must not have engaged in fraud or abuse with respect to this or a similar communications equipment insurance program.

e.d. You must not be in breach of any material term of this policy, including but not limited to failure to return damaged Covered Property when requested in conjunction with a loss.

5. Changes

The First Named Insured, on its own behalf and on behalf of the Additional Insureds, is authorized to make changes in the terms of this policy with our consent. This policy’s terms can be amended or waived only by endorsement issued by us and made a part of this policy.

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

6. Concealment, Misrepresentation or Fraud

This policy is voidable in any case of fraud, intentional concealment or misrepresentation of a material fact, by either the First Named Insured or any Additional Insured or ~~his or her~~ their designee at any time, concerning:

- a. This policy;
- b. The Covered Property;
- c. The Insured’s interest in the Covered Property; or
- d. A claim under this policy;

but only with respect to ~~his or her~~ their coverage.

7. Conformity To Statute

We agree that any terms of this policy not in conformity with the statutes of the state in which this policy is issued are amended to conform to those applicable state statutes.

8. Benefit Only Available To Insureds

No person or organization, other than an Insured, will benefit from this insurance. We may provide you access to other limited benefits or services related to your Covered Property where available. These may include: property location or recovery services; data management or recovery services; equipment service and maintenance; reduced cost upgrade or purchase benefits or other services provided through your Wireless Service Provider or other authorized service facilities.

9. Legal Action Against Us

No one may bring a legal action against us under this policy unless:

- a. There has been full compliance with all the terms of this policy;
- b. The action is brought within 2 years after the Insured has knowledge of the loss or damage;
- c. The action is brought in compliance with Section G.1.

10. Liberalization

If we adopt any revision in this policy which would broaden the Coverage under this policy without additional premium within 60 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

11. Premiums

- a. The First Named Insured is responsible for the payment of all premiums.
- b. Within fifteen days after the end of each month, the First Named Insured:
 - (1) Will report to the Agent the total number of Covered Property units that were covered under this policy as of the last day of that month; and

(2) Will remit the monthly earned premium to us through the Agent based on that report.

The monthly premium will be calculated by multiplying the ~~rate~~Monthly Premium Rate per unit of Covered Property ~~shown in the Declarations~~ by the total number of such units.

c. The First Named Insured may request that Additional Insureds be billed for the Monthly Premium Rate applicable to their ~~individual units of~~ Covered Property. ~~In that event, the rate will be the same as the policy rate billed to the First Named Insured.~~

If the First Named Insured provides monthly billing and collection services for the Agent, all funds collected by the First Named Insured are our property.

We may examine and audit the First Named Insured's books and records relating to such premium payments at any time during the policy period and up to three years afterward.

12. Transfer of Rights and Duties Under This Policy (Assignment)

No rights and duties under this policy may be transferred.

13. Transfer of Rights of Recovery Against Others To Us (Subrogation)

If after we ~~provided repair or replacement for such~~have made good the covered loss or damage, any Insured has rights to recover damages from another, those rights are transferred to us to the extent of our cost of repair or replacement. The Insured must do everything necessary to secure our rights and must do nothing after loss or damage to impair them.

In witness whereof, Liberty Mutual Insurance Company has caused this policy to be signed by its President and its Secretary at Boston, Massachusetts, and countersigned below by a duly authorized representative.

President

Authorized Representative of Liberty
Mutual Insurance Company



February 15, 2008

To Whom It May Concern:

Perr&Knight, Inc. is hereby authorized to submit rate, rule, and form filings on behalf of Liberty Mutual Insurance Company. This authorization includes providing additional information and responding to questions regarding the filings on our behalf as necessary. This authorization is deemed in be in effect until rescinded in writing.

Please direct all correspondences and inquiries related to this filing to Perr&Knight, Inc. at the following address:

State Filings Department
Perr&Knight, Inc.
881 Alma Real Drive, Suite 205
Pacific Palisades, CA 90272
Tel: (888) 201-5123
Fax: (310) 230-1061

Please contact me at 212.208.2802 if you have any questions regarding this authorization.

Sincerely,

Theresa Morgan
Assistant Secretary
55 Water Street, 18th Floor
New York NY 10041
212.208.2802
theresa.morgan@libertyiu.com