# Samsung Care+
# with Theft and Loss

## Program Summary

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[redacted]

# Summary of Key Terms and Conditions

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<table>
<tr><td>Covered incidents</td><td>Insurance:<br>● Lost, stolen, and unrecoverable (excluding ADH).<br><br>Service Contract:<br>● Accidental Damage from Handling (ADH) - protection begins on the date of enrollment.<br>● Mechanical breakdown due to defects in materials or workmanship or normal wear and tear (malfunction) - protection begins after the manufacturer's warranty expires.</td></tr>
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|---|---|
| | ● 24/7 Expert support - Protection begins on the date of enrollment. |
| Term | You will be billed monthly unless the program is canceled or fulfilled pursuant to the terms and conditions. |
| Cancellation Policy | You may cancel your optional coverage at any time and receive a refund of your unearned premium/charges. Cancellation may be deferred until your next billing due date. |
| Insurance claim limits | ● Maximum of three (3) claims within any 12 consecutive month period.<br>● Maximum value of $2,500 per claim. |
| Service Contract claim limits | ● Unlimited ADH claims.<br>● $0 Unlimited mechanical breakdown claims up to the MSRP value of the device per 12-month period, including unlimited battery repair for batteries with 79% or less battery capacity<br>● Maximum value of $2,500 per claim. |
| Service options | ● As soon as same-day replacement for lost or stolen devices based on location and subject to stock availability.<br>● As soon as walk-in repair based on location and subject to parts, technician, and location availability.<br>● Advance Exchange - Next-day device replacement.<br>● Mail-in repair. |
| Replacement product | ● Claims may be fulfilled with new or refurbished product.<br>● If the same make and model is not available, a comparable model will be substituted. Color, features, and accessory compatibility are not guaranteed.<br>● Accessories, including SIM cards, are not included with replacement products. |
| Arbitration | Most of your concerns can be addressed by simply contacting us at (833) 690-0918. In the unlikely event we cannot informally resolve any disputes, YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUG BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROU COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE T RIGHT TO A TRIAL BY JURY AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS. (EXPRE |

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| | STATE EXEMPTIONS MAY APPLY; PLEASE SEE YOUR PROGRAM TERMS CONDITIONS.) |

Important Information

Samsung Care+ with Theft and Loss is a combination of insurance and service contract. The insurance is underwritten by Technology Insurance Company, Inc., 59 Maiden Lane, 43rd Floor, New York, NY 10038 ("Technology") and administered by Servify (US) Inc., 5608 17th AVE NW, Seattle, WA 98107 ("Servify"), a licensed agent of Technology Insurance Company, Inc. In California, the insurance plan is administered by Servify d/b/a Servify Device Insurance Solutions (License # 6006231).

The company obligated under the service contract in the District of Columbia and all states except Florida, is Northcoast Warranty Services, Inc., located at 800 Superior Ave E., 21st Floor, Cleveland, OH 44114 ("Northcoast"). In Florida, the company obligated under this service contract is Technology Insurance Company, Inc., 800 Superior Avenue E, 21st Floor, Cleveland, OH 44114 (License # 03605). This service contract is administered by Servify.

Please visit https://us.servify.tech/termsandconditions/samsung/samsung-b2c to review your Terms and Conditions anytime your device changes. Terms and conditions are subject to change and contain limitations and exclusions.

Terms and conditions are subject to change and contain limitations and exclusions. Coverage terms may vary by state and eligibility may vary by device. All applicable taxes and surcharges extra. All programs and plans may not be available in all states.

Our Privacy Policy is available at https://us.servify.tech/privacy.

## Deductibles & Service Fees

A nonrefundable deductible or service fee will be charged for each approved claim. Amounts are based on device tiers for each program. Please visit https://us.servify.tech/termsandconditions/samsung/samsung-b2c and refer to your Terms and Conditions anytime your device changes.

| Deductibles (Insurance Certificate) | |
|---|---|
| Device Tier | Deductible for Lost or Stolen Claim |
| Tier 1 | $99 |

| | |
|---|---|
| Tier 2 | $149 |
| Tier 3 | $149 |
| Tier 4 | $199 |

| Service Fees (Service Contract) | |
|---|---|
| Service Type | All Tiers |
| Mechanical Breakdown | $0 |
| Screen or Back Glass Repair | $0 |
| Repair or Replacement (Watches & Buds) | $29 |
| ADH repair or replacement | $99 |

Important Information:

For approved claims, a repair or replacement device will be provided at our discretion. For walk-in repairs, you will be required to bring or mail your device to an authorized repair center. Additional information on repairs is available at https://samsung.servify.tech/us, which includes a list of eligible devices, types of repairable damage and available select repair locations.

Repair eligibility is subject to change. If your device is ineligible for repair or not repairable, if there is no authorized repair location, parts, or technician available, or if we decide that a replacement is necessary, you will receive a replacement device and be charged the replacement service fee.

For a complete and current list of devices with associated service fee and deductible amounts, please visit https://samsung.servify.tech/us or call (833) 690-0918. NOTE: Please check with Servify/Samsung anytime your device changes for your applicable service fees, deductibles, and monthly charge.

# Additional Information

## Filing a Claim

If your covered product is lost, stolen, damaged, or experiences a malfunction, you may go online to https://samsung.servify.tech/us or call (833) 690-0918, 24 hours a day, 7 days a week. You must file the claim within 60 days of the incident.

## Plan Duration

You will be billed monthly the program is cancelled or fulfilled pursuant to the terms and conditions.

## Duplication of Coverage

The Coverage Certificate may provide a duplication of coverage already provided by your insurance (auto, renter, homeowner, personal liability) or other source of coverage. This insurance is primary over any other insurance you may have. Enrollment in Samsung Care+ with Theft and Loss is not required in order to purchase or lease portable electronics or services.

## Associate Qualifications

Unless otherwise licensed, Samsung sales reps are not qualified or authorized to evaluate the adequacy of your existing insurance coverages. Questions regarding this program should be directed to Servify's customer support team at (833) 690-0918 or email samsungmxcare@servify.tech.

## Coverage is Optional

Insurance and service contract coverage is optional, and you are not required to enroll in these programs in order to purchase services or equipment. Insurance program enrollment or claim authorization shall be at the sole discretion of Technology and its authorized agents including Servify and its affiliates in accordance with the Coverage Certificate and applicable law. Service contract program enrollment and claim authorization shall be provided by Servify or one of its affiliates in accordance with the terms and conditions of the Service Contract.

## Digital Communications

If you have or in the future provide your email or other electronic address to Samsung, we may communicate program information and legal notices with you through electronic means. If an email is not provided, the information will be mailed to you.

## Device Coverage

"Covered product" means the Samsung consumer item that you purchased and is covered by this Plan on your account with Samsung Electronics America, Inc. on the date the breakdown occurs as identified by Electronic Serial Number (ESN), Mobile Equipment Identification Number (MEID), or International Mobile Equipment Identity (IMEI) for CDMA devices.

## Covered Product

This plan covers the phone associated with the plan and, if part of the covered loss, one standard battery.

## Service Contract: Screen Repair for Eligible Devices

As soon as same-day screen repair may be available for eligible devices in select areas. Same-day repair option depends on claim approval time, parts availability, and technician availability. Repairs may use new or refurbished parts, and may contain original or non-original manufacturer parts, and may void the manufacturer warranty. For full device and location eligibility, go to https://samsung.servify.tech/us or call (833) 690-0918. All subject to change at any time.

## Service Contract: Advanced Exchange Service

In the event that an advanced exchange is provided, the replacement device will be automatically enabled with Knox Guard. Should your original device not be returned, and any applicable non-return fee is unable to be processed, we reserve the right to disable your replacement device within thirty (30) days of the replacement device being provided. The replacement device will be enabled once the original device has been returned without damage according to instructions provided or when the non-return fee has been fully processed and paid.

## Non-Return Fee

If your device is damaged, malfunctioned, or if your lost device is later found, you can avoid non-return fees of up to manufacturer's suggested retail price or $2500, whichever is less by simply returning the device as directed by us in the return mailer that we provide to you within ten (10) days of delivery of the replacement product.

## Cancellation Policy

You may cancel your optional coverage at any time and receive a pro rata refund of your unearned premium/ charges. You may cancel this Plan by emailing samsungmxcare@servify.tech or log into your Samsung.com account on Samsung.com, click on "MyAccount" and then "My Subscriptions".

## Insurance Exclusions and Limitations

This insurance coverage does contain limitations and exclusions. Loss due to indirect or consequential loss, intentional acts, abuse, contraband, any device with a unique identification number that has been altered, technological obsolescence or depreciation, cosmetic damage, unauthorized repair or replacement, pollutants, failure to follow the manufacturer's instructions, manufacturer recall, mechanical or electrical failure, batteries or included accessories unless it is part of the covered loss, malware, war, governmental action, damage to data, nonstandard external media, and nonstandard software, failure to reasonably protect the device from any further loss, accidental damage from handling, are excluded. All exclusions and limitations can be found in the full terms and conditions.

## Fraud

Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of insurance fraud. In Florida, such conduct is a felony of the third degree. In Oregon, this note does not apply.

## Coverage Certificate and Service Contract

The Coverage Certificate and Service Contract are the entire agreement between you and the insurer or obligor company, as applicable, and contain the complete terms and conditions of the coverage. Servify will send you complete terms and conditions after your enrollment; however, if you would like to review the complete terms and conditions before you enroll, you may visit https://us.servify.tech/termsandconditions/samsungcareplus or call (833) 690-0918. The Coverage Certificate is the entire agreement between the insurer and you. Please refer to the Coverage Certificate for complete terms and conditions of the coverage provided. For questions, or to obtain a full-size copy of the insurance Coverage Certificate, please contact: insert link or contact information.

## Binding Arbitration

THE SERVICE CONTRACT AND INSURANCE COVERAGE CERTIFICATE EACH CONTAIN A BINDING ARBITRATIO PROVISION THAT REQUIRES THE SUBMISSION OF ALL DISPUTES (EXCEPT WHERE EXPRESS STATE EXEMP ARE PROVIDED).

## Agreement to Terms and Conditions

You agree to Terms and Conditions, including the Coverage Certificate/Policy and the Service Contract, when you enroll. You can review them at https://us.servify.tech/termsandconditions/samsungcareplus or call (833) 690-0918.

## Customer Support

Servify strives to satisfy every customer and ask you to allow them the opportunity to resolve any questions, concerns or complaints you may have by calling (833) 690-0918.

- The consumer hotline for the California Department of Insurance is 800-927-HELP (4357).
- The Maryland Insurance Administration is 800-492-6116; and the Indiana Department of Insurance is 800-622-4461.
- The Illinois Department of Insurance Consumer Division can be contacted by mail at 122 S. Michigan Ave., 19th Floor, Chicago, IL 60603 or at 320 W. Washington Street, Springfield, IL 62767-0001. You can also call 1-866-445-5364 for assistance. All applicable taxes and surcharges extra. Offers may be modified or discounted at any time.

IN ORDER FOR YOUR THEFT AND LOSS CLAIM TO BE ELIGIBLE FOR COVERAGE, YOU MUST HAVE KNO GUARD ENROLLED ON YOUR DEVICE. YOU CAN ENROLL BY GOING TO HTTPS://GUARD.SAMSUNGKNOX.COM/ ON YOUR DEVICE AND ENABLING KNOX GUARD. IF YOU DO NOT ENROLL IN KNOX GUARD WITHIN 30 DAYS OF PURCHASE, WE RESERVE THE RIGHT TO CANCEL YOUR ENROLLMENT IN SAMSUNG CARE+ WITH THEFT AND LOSS AND PROVIDE A FULL REFUND OF YOUR PLAN PAYMENT.

## Notice for Washington Residents

If you have questions or concerns about the actions of your insurance company or agent, or would like information on your rights to file an appeal, contact the Washington state Office of the Insurance Commissioner's consumer protection hotline at 1-800-562-6900 or visit www.insurance.wa.gov. The insurance commissioner protects and educates insurance consumers, advances the public interest, and provides fair and efficient regulation of the insurance industry.

## Notice for Arkansas Residents

Policyholders have the right to file a complaint with the Arkansas Insurance Department.

You may call the Arkansas Insurance Department to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Department at:

Arkansas Insurance Department
1 Commerce Way
Suite 102
Little Rock, Arkansas 72202

## Notice for Texas Residents

To obtain information or make a complaint, you may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at: 1-800-252-3439. PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the agent or company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

You may write the Department at:

Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

# INSURANCE CERTIFICATE
# for
# PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY

## SCHEDULE

| | |
|---|---|
| **Insurer:** | **TECHNOLOGY INSURANCE COMPANY, INC.<br>59 Maiden Lane, 43rd Floor<br>New York, NY 10038<br>866-327-5818** |
| **Master Policy Number:** | **TIC-SAMS-MPED-013123** |
| **Master Policyholder:** | **Samsung Electronics of America ("Samsung")** |
| **Service Provider:** | Described in Plan Activation / Plan Confirmation Document(s) |
| **Certificate Number:** | Described in Plan Activation / Plan Confirmation Document(s) |
| **Certificate Holder Name and Mailing Address:** | Described in Plan Activation / Plan Confirmation Document(s) |
| **Certificate Period:** | Described in Plan Activation / Plan Confirmation Document(s) |
| **Administrator:** | **Servify US, Inc.<br>5608 17th Ave. NW<br>Seattle, WA 98107** |
| **Covered Property:** | Described in Plan Activation / Plan Confirmation Document(s) |
| **Coverage Territory:** | Only in the United States and its territories and Canada. |
| **Covered Causes of Loss:** | As described in the Program Summary |
| **Limits of Insurance:**<br>**Per Claim (Per Occurrence) Limit:**<br>**Aggregate Limit:** | As described in the Program Summary |

| | |
|---|---|
| **Deductible:** | As described in the Program Summary |
| **Notification of Loss Period:** | As described in the Program Summary |
| **Non-Return Fee:** | Not Applicable to Covered Property that is Lost or Stolen |
| **Coverage Eligibility:** | As described in the Program Summary |
| **Monthly Premium Rate:** | $5.26 |

This Insurance Certificate ("Certificate") describes the terms, conditions, and exclusions of the Portable Electronics Device Master Policy (the "Master Policy"). Various provisions in this Certificate and the Master Policy restrict coverage. Read the entire Certificate carefully to determine rights, duties and what is and is not covered.

The terms "we," "us" and "our" means the Insurer shown in the Schedule that is providing this insurance.

The terms "you" and "your" mean the Certificate Holder shown in the Schedule and to whom this Certificate is issued.

The term "Administrator" refers to the Administrator shown in the Schedule. You may contact the Administrator if you have questions regarding this coverage or would like to make a claim. The Administrator can be reached by phone at 833-690-0918 or mail at 5608 17th Ave. NW, Seattle, WA 98107 or email at samsungmxcare@servify.tech.

The term "Authorized Service Center" means the service center providing repair and replacement services on our behalf.

The term "Certificate Period" means the period stated in the Schedule.

The term "Covered Property" means the covered property as specified in the Schedule and further described in Section A.2. of this Certificate.

The term "Retailer" means any party who markets or sells Covered Property and to whom the Master Policy is issued.

The term "Service Provider" means the party providing the service to which the Covered Property is connected.

## A. COVERAGE

In exchange for premium paid, we, through the Administrator, agree to provide the coverage as stated in this Certificate for any covered damage that occurs to the Covered Property during the applicable Certificate Period.

### 1. Who Is Covered

#### a. Master Policyholder

The Master Policyholder is a person or entity enrolled by the Administrator as reflected in the Administrator's records and for whom the required premium when due has been paid to us, or our designated agent, and to whom a Master Policy is issued. The Master Policyholder is shown on the Schedule.

#### b. Certificate Holder

The Master Policyholder may request to insure Covered Property owned or legally possessed by you. Request for coverage is subject to our approval and in our sole discretion.

Device Based Coverage provides coverage for registered Covered Property owned or legally possessed by you.

### 2. Covered Property

Covered Property means the portable electronic device shown in the Schedule. The International Manufacturer's Equipment Identification (IMEI), Electronic Serial Number (ESN), Unique Device Identifier (UDID), serial number or other unique identification number of the mobile device must be on file with the Administrator and/or the Service Provider at all times to receive coverage under this Certificate.

**3. Coverage Period**

Coverage under this Certificate is provided for the Certificate Period shown in the Schedule, subject to Section G.4.b.

**4. Coverage Territory**

We insure the Covered Property 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.

**5. Covered Causes of Loss**

Covered Causes of Loss means risks of being lost or stolen, except as limited or excluded elsewhere in this Certificate.

**6. Property Not Covered**

Covered Property does not include:

**a.** Contraband or property used in the course of illegal transportation or trade.

**b.** Data, meaning information input to, stored on, or processed by the Covered Property. This includes, but is not limited to, documents, databases, messages, licenses, contact information, passwords, books, games, magazines, photos, videos, ringtones, screen savers, personalized data, music, and maps.

**c.** Proprietary electronic devices included with automobile 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.** Property that has been entrusted to (including property in-transit) others for any service, repair or replacement, other than the Authorized Service Center or its designee.

**e.** Software and applications, meaning the operating system or any other software that is pre-loaded or included with the Covered Property or installed subsequent to purchase.

**f.** Any device whose unique identification number (including IMEI, ESN, UDID, serial number or unique identification number) has been altered, defaced or removed.

**g.** External media, meaning physical objects on which data can be stored but which are not integrated components of the Covered Property required for it to function. This includes but is not limited to data cards, memory cards, external hard drives, and flash drives.

**h.** Any portable electronic device you lease, rent or hold for others.

**i.** Any other equipment or accessories not described as Covered Property.

**j.** Batteries unless otherwise covered as a part of a loss to Covered Property.

**B. EXCLUSIONS**

This insurance coverage provided by this Certificate does not apply to loss or damage, directly or indirectly caused by, or resulting from, any of the following:

**1. Governmental Authority**

Seizure or destruction of property by order of governmental authority.

**2. Nuclear Hazard**

Nuclear reaction or radiation, or radioactive contamination, however caused.

**3. War**

a. War, including undeclared or civil war;

b. Warlike action by a military force; or

c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

**4. Delay, Loss of Use**

Indirect or consequential loss or damage, including loss of use, interruption of business, loss of service, loss of market, loss of time, loss of profits, inconvenience or delay in repairing or replacing lost or damaged Covered Property.

**5. Electrical and Mechanical Breakdown**

Failure of Covered Property to operate due to a faulty part or workmanship or normal wear and tear when operated according to the manufacturer's instructions, unless specified as a Covered Cause of Loss.

**6. Dishonest or Criminal Acts**

Dishonest, fraudulent or criminal acts by you, 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.

**7. Obsolescence**

Obsolescence or depreciation.

**8. Pre-Existing Conditions**

Conditions which existed prior to coverage, including but not limited to:

a. Manufacturer's recall; or

b. Error or omission in design, programming or system configuration.

**9. Cosmetic Damage**

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

a. Cracking, marring, or scratching that does not affect functionality;

b. Change in color or other change in the exterior finish; and

c. Expansion or contraction that does not affect functionality.

**10. 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.

**11. Covered Under Other Insurance**

Loss or damage that is covered and paid under another insurance policy.

**12. Late Claims**

Claims not reported as required by Section E.3. of this Certificate.

**13. Programming, Repair Work**

Programming, cleaning, adjusting, repairing, modifying, installing, servicing, maintaining, or performing any other work upon Covered Property, unless performed by an Authorized Service Center or its designee.

**14. Virus**

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

**a.** Disrupts the normal operation of the Covered Property;

**b.** Results in destruction of or unsuitability of data or programs stored in the Covered Property; or

**c.** Arise out of the unauthorized access or use of any system, software, hardware, or firmware, or any modification, reprogramming, destruction, or deletion of data or software by any means.

**15. Voluntary Parting**

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

**16. Intentional Loss or Damage**

Abuse, intentional acts, or use of the Covered Property in a manner inconsistent with the use for which it was designed, intended, or advised by the manufacturer or that would void the manufacturer's warranty.

**17. 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, sound waves, microwaves, and all artificially produced ionizing or non-ionizing radiation and/or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**18. Fees or Charges**

Any fees or charges assessed by the Administrator, Service Provider or Retailer, whether the charges incurred are legitimate or fraudulent.

**19. Failure to Mitigate**

Failure to do what is reasonably necessary to minimize the loss and to protect the Covered Property from any further loss.

**20. Vermin**

Insects, rodents, or other vermin.

**21. Unauthorized Repair or Replacement**

Loss caused by or resulting from unauthorized repair or replacement.

**22. Pressure Waves**

Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

**23. Wear and Tear**

Normal wear and tear, including rusting or oxidation or damage that is not attributable to a sudden unforeseen event, and which does not result in a Covered Cause of Loss.

**24. Failure to Follow Manufacturer’s Instructions**

Loss caused by or resulting from failure to follow the manufacturer’s installation, operation or maintenance instructions.

## C. LIMITS OF INSURANCE

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

In addition, you are limited to the maximum number of losses as shown in the Aggregate Limit section in the Schedule in any consecutive 12-month period. When this limit is exhausted, coverage will cease immediately and we will notify you that your coverage has ceased and no future premiums are due.

**D. DEDUCTIBLE**

A non-refundable Deductible will apply to each filed and approved claim and does not reduce the Limit of Insurance. The Deductible, as shown in the Schedule and described below, is payable at the time of claim approval.

The Deductible as shown in the Schedule is non-refundable and is payable at the time a loss is approved by the Administrator. This Deductible will apply to each filed and approved covered claim and does not reduce the Limit of Insurance; or

The applicable Deductibles are set forth below.

| **Deductible** | Tier 1 | Tier 2 | Tier 3 | Tier 4 |
|---|---|---|---|---|
| Standard Deductible | $99.00 | $149.00 | $149.00 | $149.00 |

This Deductible will apply to each filed and approved covered claim, and does not reduce the Limit of Insurance

**E. YOUR DUTIES IN EVENT OF LOSS TO COVERED PROPERTY**

In the event of loss or damage to Covered Property, you must cooperate with us and our Administrator and do the following:

**1. Suspend Wireless Service**

Suspend your wireless communication service, if applicable, as soon as possible if the Covered Property is lost or stolen.

**2. Notify Police**

If a claim involves a violation of law, 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 Administrator within thirty (30) days of request.

**3. Notify Administrator, Give Description**

Notify the Administrator within the Notification of Loss Period as shown in the Schedule. Give complete description of:

**a.** The Covered Property, including make and model, wireless number, if applicable, and unique identification number (such as IMEI, ESN, UDID, serial number or similar unique identification number); 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. Disable Locking Software & Remove SIM Card**

If the Covered Property is still in your possession, remove any and all device passwords or locking software (such as Find My iPhone). Also, remove your SIM-card and delete your personal data on the Covered Property before sending it to us.

**6. Permit Inspection**

Permit us or our Administrator to inspect the damaged property. If we request to evaluate your equipment failure prior to completion of your claim, we may require you to take the Covered Property to a specified location in your area, or send it to the Administrator or Authorized Service Center at our expense.

**7. Statement Under Oath**

If requested by us or our Administrator, submit to questioning or examination under oath about a claim or other matter relating to this Certificate. We may require you to submit a signed and sworn proof of loss affidavit.

**8. Proof of Loss and Ownership**

If required, provide:

**a.** Proof of ownership, such as a bill of sale, receipt, proof of purchase or warranty exchange.

**b.** A signed, sworn proof of loss or damage containing the information we or our Administrator 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 thirty (30) days after our request for the documentation.

**9. Return of Damaged and/or Malfunctioning Covered Property**

You are required to return the damaged Covered Property including, if coverage is provided under this Certificate, Covered Property that suffered mechanical and electrical breakdown, to our Authorized Service Center or other designated location. If the replacement equipment is sent to you, you will be provided a prepaid shipping label and envelope in which to return the damaged Covered Property.

Disposal of the damaged Covered Property other than by returning it to our Authorized Service Center, or other location designated by us, requires the prior written consent of us or our Administrator.

If the damaged Covered Property is not returned as directed within fifteen (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 Schedule, may be charged to you.

Any recovery of lost or stolen property will accrue entirely to our benefit. If we replace the Covered Property, the originals become our property.

**10. Take Delivery**

We may make available to you the approved replacement equipment for pick up at your Service Provider or Retailer. We may also ship the approved replacement equipment directly to you within the United States for which you must be available to take delivery of the replacement equipment within thirty (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 costs 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 Administrator will notify you of our Administrator's assessment of the claim after we or our Administrator receive all the information requested from you.

Repair or replacement of Covered Property on approved claims will be done after you, or your designee, have complied with all the terms of this Certificate.

In the event of a claim, the Covered Property will not be upgraded.

**2. Our Options**

At our sole option, we, our Administrator or our Authorized Service Center may repair or replace the Covered Property with substitute parts or provide substitute equipment that:

**a.** Is of like kind, quality and functionality; and

**b.** Is either new, refurbished or remanufactured, and may contain original or non-original manufacturer parts; and

**c.** May be a different brand, model or color.

## G. ADDITIONAL CONDITIONS

### 1. Arbitration Agreement

Any disputes or controversies that arise out of or relate in any way to this Certificate, including any claims against third parties (including insurers), are subject to binding arbitration, including disputes concerning the arbitrability of disputes, disputes related to the making, administration, or validity of this Certificate, disputes regarding any recovery of any claim, benefit or refund under this Certificate, and disputes arising out of or relating in any way to the sale or marketing of this Certificate. In the first instance, the parties to a dispute agree to attempt to resolve any dispute through informal negotiation. The disputing parties agree to contact each other about a dispute before initiating any legal action. If the parties are unable to resolve any dispute through informal negotiations, the parties agree to resolve any dispute by mediation conducted by the American Arbitration Association ("AAA"), with all mediator fees and expenses paid by us. If the parties are unable to resolve any dispute through mediation, the parties agree to submit all disputes to arbitration under the Commercial Arbitration Rules of the AAA in effect at the time the dispute arises. All preliminary issues of arbitrability of any dispute will be decided by the arbitrator. The arbitration shall take place in your county of residence unless another location is mutually agreed upon by the parties. The laws of the state included in your mailing address in the Schedule (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Certificate and all transactions contemplated by this Certificate, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Certificate. The arbitration shall take place before a single arbitrator selected in accordance with the Commercial Arbitration Rules of the AAA. AAA rules and forms will be obtained and all claims shall be filed at www.adr.org or at any AAA office.

**a.** The cost of the binding arbitration proceeding, including the filing fee, shall be borne by Us. Each party must bear the cost of its own attorneys, experts, witness fees, and other arbitration-related expenses.

**b.** It is understood and agreed that the arbitration shall be final and binding upon the parties. The parties acknowledge that they are waiving their right to seek remedies in court, including the right to a jury trial. YOU UNDERSTAND THAT YOU ARE AGREEING THAT IF A DISPUTE ARISES UNDER OR RELATING TO THIS CERTIFICATE, YOU WILL NOT SUE US IN COURT, YOU ARE NOT ENTITLED TO A JURY TRIAL ON ANY CLAIMS ARISING FROM OR IN RELATION TO THIS CERTIFICATE, AND THAT AN ARBITRATOR WILL RESOLVE ANY AND ALL SUCH DISPUTES. The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages. The arbitrator may award a party only its actual damages and the arbitrator may award equitable relief including injunctive relief.

**c.** CLASS ACTION WAIVER: You agree not to participate as a representative or member of any class of claimants in any proceeding arising out of or relating to this Certificate in a judicial forum or in an arbitral forum (including any class action, representative action, consolidated action or private attorney general action). The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims.

**d.** All limitations periods that would otherwise be applicable shall apply to any arbitration proceedings.

If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions of this arbitration provision shall nevertheless remain valid and in force. If there is a conflict or inconsistency between this arbitration provision and the other provisions of this Certificate or any prior Certificate, this arbitration provision shall govern. This provision shall be governed by the Federal Arbitration Act.

### 2. Claim Authorization and Loss Payment

We, or our Administrator, have the right to settle the loss with you or your designee. No claims will be accepted unless authorized by us or our Administrator.

All repairs and replacements must be made by our Authorized Service Center, unless we, or our Administrator, give you other specific directions in writing. In no event will you be entitled to reimbursement for any out-of-pocket expenses.

3. **Cancellation and Nonrenewal**

a. **How You Cancel a Certificate**

You may cancel the coverage provided under this Certificate by notifying us or our Administrator prior to the date upon which cancellation is to be effective.

b. **How We Cancel a Certificate**

If we cancel this Certificate, we will mail or deliver written notice to you at least thirty (30) days before the effective date of cancellation unless we cancel for the following reasons:

**(1)** We may cancel this Certificate upon fifteen (15) days notice for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.

**(2)** We may cancel this Certificate immediately:

**i.** For nonpayment of premium;

**ii.** If you exhaust the Aggregate Limit, if any, under the terms of this Certificate and we send notice of cancellation to you within thirty (30) days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue, notwithstanding the Aggregate Limit until we send notice of cancellation to you; or

**iii.** If you cease to have an active service with your Service Provider.

c. **How Notice of Cancellation is Provided**

Notices made pursuant to Section G.3.b. will be in writing and will include the reason for cancellation and the effective date of cancellation. Coverage will end on the effective date of the cancellation identified on the notice.

Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be sufficient proof of notice. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**d.** Notice need not be given if substantially similar replacement coverage takes effect without interruption and is provided by us. Coverage will continue to be in force for the period for which premium has already been paid to us.

e. **Return Premiums, If Any**

If this Certificate 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. **How We Nonrenew a Certificate**

We may nonrenew a Certificate by mailing or delivering written notice of nonrenewal to you at least thirty (30) days before the effective date of nonrenewal. Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be sufficient proof of notice. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

g. **If Master Policy is Cancelled or Nonrenewed by the Master Policyholder**

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, the Master Policyholder will notify you of such cancellation or nonrenewal.

4. **Eligibility**

**a.** To be eligible for coverage, you must:

**(1)** Be a valid, active and current subscriber of your Service Provider;

(2) Not have engaged in fraud or abuse with respect to this or a similar electronics equipment insurance program; and

(3) Not be in breach of any material term of this Certificate, including but not limited to failure to return damaged Covered Property when requested in conjunction with a loss.

**b.** If you request enrollment of coverage and your request is approved by us, your coverage is effective on the date of approval of your request for enrollment. We or our Administrator will notify you once your application has been reviewed. The successful completion of validation testing on the Covered Property may be required prior to our approval.

Eligibility for enrollment after initial activation may be subject to limitations.

**5. Changes**

The Master Policyholder, on its own behalf and on your behalf, is authorized to make changes to the terms of this Certificate with our written consent. This Certificate's terms can be amended or waived only by endorsement issued by us and made a part of this Certificate.

We, the Master Policyholder, the Service Provider or the Administrator will provide notice of such changes if notice is required. Notice will be provided electronically or, to the extent required, will be mailed and proof of mailing will be sufficient proof of notice.

**6. Concealment, Misrepresentation or Fraud**

This Certificate is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by either you or your designee at any time, concerning:

**a.** This Certificate;

**b.** The Covered Property;

**c.** Your interest in the Covered Property; or

**d.** A claim under this Certificate.

**7. Conformity To Statute**

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

**8. Benefit Only Available To You**

No person or organization, other than you, will benefit from this Certificate. 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 Service Provider, Retailers, our Authorized Service Center or other authorized facilities.

**9. Legal Action Against Us**

No one may bring a legal action against us unless:

**a.** There has been full compliance with all the terms of this Certificate;

**b.** Sixty (60) days has elapsed since you provided the proof of loss to us or the Administrator;

**c.** The action is brought within 2 years after you have knowledge of the loss or damage; and

**d.** The action is brought in compliance with Section G.1.

**10. Liberalization**

If we adopt any revision which would broaden the coverage under this Certificate without additional premium within sixty (60) days prior to or during the Certificate Period, the broadened coverage will immediately apply to this Certificate.

**11. Premiums**

**a.** You are responsible for the payment of applicable premiums to the Master Policyholder.

**b.** We will provide the Master Policyholder with at least 60 days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice.

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

You may transfer this Certificate to a subsequent owner of the Device when this Certificate is valid at the time of such transfer. This Certificate may be transferred one-time only and you must contact us and provide: (i) original proof of purchase; and (ii) new owner's name, address, telephone number, and email address.

Only the Device to which this Certificate applies as indicated on the Certificate Schedule page is eligible for protection under this Certificate. No rights and duties under this Certificate may be transferred without our written consent. You cannot transfer this Certificate to another Device. This does not apply to monthly subscribers.

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

If, after we have serviced or paid for the covered loss or damage, you have rights to recover damages from another party or person, then those rights are transferred to us up to the amount of our cost of repair or replacement. You must protect these rights and, at our request, help us to enforce them.

**14. Recovered Property**

If you recover any Covered Property after loss settlement, you must give us prompt notice. At your option, you may either send us the Covered Property, or keep the Covered Property and return the loss settlement. We will pay expenses to repair the recovered Covered Property, if necessary, subject to the Aggregate Limit.

In witness whereof, the Insurer has caused this Certificate to be signed by its President and its Secretary.

PRESIDENT

SECRETARY

Technology Insurance Company, Inc.
An AmTrust Financial Company

59 Maiden Lane, 43rd Floor, New York, NY 10038

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

## ALASKA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE for PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**I.** The first sentence in Section **B. EXCLUSIONS** is replaced by the following:

This insurance coverage provided by this Certificate does not apply to loss or damage, directly caused by, or resulting from, any of the following:

**II.** Section **B. EXCLUSIONS**, paragraph **3. War** is replaced by the following:

**3.** War

**a.** War, including undeclared or civil war;

**b.** Warlike action by a military force; or

**c.** Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

**III.** Section **B. EXCLUSIONS**, paragraph **11. Covered Under Other Insurance** is deleted.

**IV.** Section **B. EXCLUSIONS**, paragraph **12. Late Claims** is replaced by the following:

**12. Late Claims**

Claims not reported as required by Section E.3. of this Certificate. However, if notice is given late, we may not deny a claim unless we show that we were prejudiced by the late notice.

**V.** The following is added to Section **E. YOUR DUTIES IN EVENT OF LOSS TO COVERED PROPERTY**, paragraph **7. Statement Under Oath**:

You are entitled to have legal representation present during any examination taken under oath.

**VI.** Section **G. ADDITIONAL CONDITIONS**, paragraph **1. Arbitration Agreement**, item **a.** is replaced by the following and item **e.** is added:

**a.** Each party must bear the cost of its own counsel fees. The arbitrator's expenses and fees, together with other expenses, not including counsel fees, incurred in the conduct of the arbitration, shall be paid as provided in the award.

**e.** A participant in the arbitration proceeding has the option of participating by telephone.

**VII.** The following is added to Section **G. ADDITIONAL CONDITIONS**, paragraph **2. Claim Authorization and Loss Payment**:

The undisputed portion of a claim will be paid within thirty (30) working days after receipt of a properly executed proof of loss, even if other parts of the claim remain in dispute.

**VIII.** Section **G. ADDITIONAL CONDITIONS**, paragraph **3. Cancellation and Nonrenewal** is replaced by the following:

**3. Cancellation and Nonrenewal**

**a. How You Cancel a Certificate**

You may cancel the coverage provided under this Certificate by notifying us or our Administrator prior to the date upon which cancellation is to be effective.

**b. How We Cancel a Certificate**

If we cancel this Certificate, we will mail or deliver written notice to you at least thirty (30) days before the effective date of cancellation unless we cancel for the following reasons:

**(1)** We may cancel this Certificate upon fifteen (15) days notice for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.

**(2)** We may cancel this Certificate immediately:

**i.** For nonpayment of premium;

**ii.** If you exhaust the Aggregate Limit, if any, under the terms of this Certificate and we send notice of cancellation to you within thirty (30) days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue, notwithstanding the Aggregate Limit until we send notice of cancellation to you; or

**iii.** If you cease to have an active service with your **Service Provider**.

**c. How Notice of Cancellation is Provided**

Notices made pursuant to Section G.3.b. will be in writing and will include the reason for cancellation and the effective date of cancellation. Coverage will end on the effective date of the cancellation identified on the notice.

Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**d.** Notice need not be given if substantially similar replacement coverage takes effect without interruption and is provided by us. Coverage will continue to be in force for the period for which premium has already been paid to us.

**e. Return Premiums, If Any**

If this Certificate is canceled, any refunds due will be on a pro rata basis. If a Certificate is cancelled by us or the Master Policyholder, any unearned premium shall be returned to you within sixty (60) days after the effective date of cancellation. The cancellation will be effective even if the refund has not been made or offered.

**f. How We Nonrenew a Certificate**

We may nonrenew a Certificate by mailing or delivering written notice of nonrenewal to you at least thirty (30) days before the effective date of nonrenewal. Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**g. If Master Policy is Cancelled or Nonrenewed by the Master Policyholder**

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, the Master Policyholder will notify you at least thirty (30) days before the effective date of such cancellation or nonrenewal.

**IX.** Section **G. ADDITIONAL CONDITIONS**, paragraph **6. Concealment, Misrepresentation or Fraud** is replaced by the following:

**6. Concealment, Misrepresentation or Fraud**

No coverage will be provided in any case of fraud, intentional concealment or misrepresentation of a fact, by either you or your designee at any time, concerning:

**a.** This Certificate;

**b.** The Covered Property;

**c.** Your interest in the Covered Property; or

**d.** A claim under this Certificate;

and such concealment or misrepresentation is material either to the acceptance of the risk, or to the hazard assumed by us; or we in good faith would either not have issued this Certificate or would not have issued this Certificate in as large an amount, or at the same premium or rate, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to us as required either by the application for this Certificate or otherwise.

**X.** Section **G. ADDITIONAL CONDITIONS**, paragraph **9. Legal Action Against Us**, item **c.** is replaced by the following:

**c.** The action is brought within three (3) years after the date you learned that the claim was denied; and

**XI.** Section **G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

**b.** We will provide you and the Master Policyholder with at least thirty (30) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice. If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**XII.** The following are added to Section **G. ADDITIONAL CONDITIONS**:

**CONCURRENT CAUSATION**

A loss may be caused by a chain of causes. If a covered cause of loss is the dominant cause of such a loss, we will not deny coverage on the basis that a secondary cause in that chain is not a covered cause of loss.

**OTHER INSURANCE**

Coverage provided under this Certificate shall be primary to any other valid and collectible coverage

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59 Maiden Lane, 43rd Floor, New York, NY 10038

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

## ALABAMA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE for PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**I.** Section **B. EXCLUSIONS**, paragraph **16. Intentional Loss or Damage** is replaced by the following:

**16. Intentional Loss or Damage**

**a.** Abuse, intentional acts, or use of the Covered Property in a manner inconsistent with the use for which it was designed, intended, or advised by the manufacturer or that would void the manufacturer's warranty.

**b.** However, this exclusion will not apply to deny payment to an innocent co-insured who is a victim of abuse by another insured when the damage or loss is proximately related to and in furtherance of domestic abuse if the innocent co-insured:

**(1)** Files a complaint under the Protection from Abuse Act against the abuser for the act causing this loss, and does not voluntarily dismiss the complaint, or

**(2)** Seeks a warrant for the abuser's arrest for the act causing this loss and cooperates in the prosecution of the abuser.

**c.** Any payment made for a loss under paragraph **b.** above will be limited to the innocent co- insured's interest in the Covered Property. We will not pay more than the Limit of Insurance.

**II.** Section **G. ADDITIONAL CONDITIONS**, paragraph **1. Arbitration** is replaced by the following:

**1. Arbitration Agreement**

Any disputes or controversies that arise out of or relate in any way to this Certificate, including any claims against third parties (including insurers), are subject to binding arbitration, including disputes concerning the arbitrability of disputes, disputes related to the making, administration, or validity of this Certificate, disputes regarding any recovery of any claim, benefit or refund under this Certificate, and disputes arising out of or relating in any way to the sale or marketing of this Certificate. In the first instance, the parties to a dispute agree to attempt to resolve any dispute through informal negotiation. The disputing parties agree to contact each other about a dispute before initiating any legal action. If the parties are unable to resolve any dispute through informal negotiations, the parties agree to resolve any dispute by mediation conducted by the American Arbitration Association ("AAA"), with all mediator fees and expenses paid by us. If the parties are unable to resolve any dispute through mediation, the parties agree to submit all disputes to arbitration under the Commercial Arbitration Rules of the AAA in effect at the time the dispute arises. All preliminary issues of arbitrability of any dispute will be decided by the arbitrator. The arbitration shall take place in your county of residence unless another location is mutually agreed upon by the parties. The laws of the state included in your mailing address in the Schedule (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Certificate and all transactions contemplated by this Certificate, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Certificate. The arbitration shall take place before a single arbitrator selected in accordance with the Commercial Arbitration Rules of the AAA and shall be held within 30 days of the selection of the arbitrator. AAA rules and forms will be obtained and all claims shall be filed at www.adr.org or at any AAA office.

**a.** The cost of the binding arbitration proceeding, including the filing fee, shall be borne by Us. However, if the arbitrator finds that the dispute is without substantial justification, then the arbitrator shall have the authority to order that the cost of the arbitration proceedings be borne by you. Each party must bear the cost of its own attorneys, experts, witness fees, and other arbitration-related expenses.

**b.** It is understood and agreed that the arbitration shall be final and binding upon the parties. The parties acknowledge that they are waiving their right to seek remedies in court, including the right to a jury trial. YOU

UNDERSTAND THAT YOU ARE AGREEING THAT IF A DISPUTE ARISES UNDER OR RELATING TO THIS CERTIFICATE, YOU WILL NOT SUE US IN COURT, YOU ARE NOT ENTITLED TO A JURY TRIAL ON ANY CLAIMS ARISING FROM OR IN RELATION TO THIS CERTIFICATE, AND THAT AN ARBITRATOR WILL RESOLVE ANY AND ALL SUCH DISPUTES. The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages. The arbitrator may award a party only its actual damages and the arbitrator may award equitable relief including injunctive relief.

**c.** CLASS ACTION WAIVER: You agree not to participate as a representative or member of any class of claimants in any proceeding arising out of or relating to this Certificate in a judicial forum or in an arbitral forum (including any class action, representative action, consolidated action or private attorney general action). The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims.

**d.** All limitations periods that would otherwise be applicable shall apply to any arbitration proceedings.

If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions of this arbitration provision shall nevertheless remain valid and in force. If there is a conflict or inconsistency between this arbitration provision and the other provisions of this Certificate or any prior Certificate, this arbitration provision shall govern. This provision shall be governed by the Federal Arbitration Act.

**III.** Section **G. ADDITIONAL CONDITIONS**, paragraph **3. Cancellation and Nonrenewal** is replaced by the following:

**3. Cancellation and Nonrenewal**

**a. How You Cancel a Certificate**

You may cancel the coverage provided under this Certificate by notifying us or our Administrator prior to the date upon which cancellation is to be effective.

**b. How We Cancel a Certificate**

If we cancel this Certificate, we will mail or deliver written notice to you at least thirty (30) days before the effective date of cancellation unless we cancel for the following reasons:

**(1)** We may cancel this Certificate upon fifteen (15) days notice for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.

**(2)** We may cancel this Certificate immediately:

**i.** For nonpayment of premium;

**ii.** If you exhaust the Aggregate Limit, if any, under the terms of this Certificate and we send notice of cancellation to you within thirty (30) days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue, notwithstanding the Aggregate Limit until we send notice of cancellation to you; or

**iii.** If you cease to have an active service with your Wireless Service Provider.

**c. How Notice of Cancellation is Provided**

Notices made pursuant to Section G.3.b. will be in writing and will include the reason for cancellation and the effective date of cancellation. Coverage will end on the effective date of the cancellation identified on the notice.

Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**d.** Notice need not be given if substantially similar replacement coverage takes effect without interruption and is provided by us. Coverage will continue to be in force for the period for which premium has already been paid to us.

**e. Return Premiums, If Any**

If this Certificate 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. How We Nonrenew a Certificate**

We may nonrenew a Certificate by mailing or delivering written notice of nonrenewal to you at least thirty (30) days before the effective date of nonrenewal. Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**g. If Master Policy is Cancelled or Nonrenewed by the Master Policyholder**

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, the Master Policyholder will notify you at least thirty (30) days before the effective date of such cancellation or nonrenewal.

**IV.** Section **G. ADDITIONAL CONDITIONS**, paragraph **6. Concealment, Misrepresentation or Fraud** is replaced by the following:

**6. Concealment, Misrepresentation or Fraud**

This Certificate is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by either you or your designee at any time, concerning:

**a.** This Certificate;

**b.** The Covered Property;

**c.** Your interest in the Covered Property; or

**d.** A claim under this Certificate.

Misrepresentations, omissions, concealment of facts and incorrect statements shall not prevent a recovery under this Certificate unless either:

**a.** Fraudulent;

**b.** Material either to the acceptance of the risk or to the hazard assumed by us; or

**c.** We, in good faith, would either not have issued this Certificate, or would not have issued this Certificate at the premium rate as applied for, or would not have issued this Certificate in as large an amount or would not have provided coverage with respect to the hazard resulting in the loss if the true facts had been made known to us as required either by the application for this Certificate or otherwise.

**V.** Section **G. ADDITIONAL CONDITIONS**, paragraph **9. Legal Action Against Us**, item **c.** is replaced by the following:

**c.** The action is brought within the time limitations prescribed under Alabama law; and

**VI.** Section **G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

**b.** We will provide you and the Master Policyholder with at least thirty (30) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice. If notice is mailed, proof of mailing will be in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**VII.** The following is added to Section **G. ADDITIONAL CONDITIONS**, paragraph **13. Transfer of Rights of Recovery Against Others To Us (Subrogation)**:

If we make a payment for a loss arising out of an act of abuse any rights of recovery the innocent co- insured may have against the perpetrator of the abuse are transferred to us to the extent of the payment made by us

Technology Insurance Company, Inc.
An AmTrust Financial Company
59 Maiden Lane, 43rd Floor, New York, NY 10038

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

## ARKANSAS AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE for PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**I.** Section **G. ADDITIONAL CONDITIONS**, paragraph **1. Arbitration Agreement** is replaced by the following:

**1. Arbitration Agreement**

Any disputes or controversies that arise out of or relate in any way to this Certificate, including any claims against third parties (including insurers), may be subject to non-binding arbitration if both parties voluntarily agree to arbitration, including disputes concerning the arbitrability of disputes, disputes related to the making, administration, or validity of this Certificate, disputes regarding any recovery of any claim, benefit or refund under this Certificate, and disputes arising out of or relating in any way to the sale or marketing of this Certificate. In the first instance, the parties to a dispute agree to attempt to resolve any dispute through informal negotiation. The disputing parties agree to contact each other about a dispute before initiating any legal action. If the parties are unable to resolve any dispute through informal negotiations, the parties agree to resolve any dispute by mediation conducted by the American Arbitration Association ("AAA"), with all mediator fees and expenses paid by us. If the parties are unable to resolve any dispute through mediation, the parties may voluntarily agree to submit all disputes to arbitration under the Commercial Arbitration Rules of the AAA in effect at the time the dispute arises. If the parties have voluntarily agreed, then all preliminary issues of arbitrability of any dispute will be decided by the arbitrator. The arbitration shall take place in your county of residence unless another location is mutually agreed upon by the parties. The laws of the state included in your mailing address in the Schedule (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Certificate and all transactions contemplated by this Certificate, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Certificate. The arbitration shall take place before a single arbitrator selected in accordance with the Commercial Arbitration Rules of the AAA. AAA rules and forms will be obtained and all claims shall be filed at www.adr.org or at any AAA office.

**a.** The cost of the non-binding arbitration proceeding, including the filing fee, shall be borne by Us. Each party must bear the cost of its own attorneys, experts, witness fees, and other arbitration-related expenses.

**b.** It is understood and agreed that the arbitration shall be non-binding. The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages. The arbitrator may award a party only its actual damages and the arbitrator may award equitable relief including injunctive relief.

**c.** CLASS ACTION WAIVER: You agree not to participate as a representative or member of any class of claimants in any proceeding arising out of or relating to this Certificate in a judicial forum or in an arbitral forum (including any class action, representative action, consolidated action or private attorney general action). The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims.

**d.** All limitations periods that would otherwise be applicable shall apply to any arbitration proceedings.

If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions of this arbitration provision shall nevertheless remain valid and in force. If there is a conflict or inconsistency between this arbitration provision and the other provisions of this Certificate or any prior Certificate, this arbitration provision shall govern. This provision shall be governed by the Federal Arbitration Act.

**II.** Section **G. ADDITIONAL CONDITIONS**, paragraph **3. Cancellation and Nonrenewal** is replaced by the following:

**3. Cancellation and Nonrenewal**

**a. How You Cancel a Certificate**

You may cancel the coverage provided under this Certificate by notifying us or our Administrator prior to the date upon which cancellation is to be effective.

**b. How We Cancel a Certificate**

If we cancel this Certificate, we will mail or deliver written notice to you at least thirty (30) days before the effective date of cancellation unless we cancel for the following reasons:

**(1)** We may cancel this Certificate upon fifteen (15) days notice for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.

**(2)** We may cancel this Certificate immediately:

**i.** For nonpayment of premium;

**ii.** If you exhaust the Aggregate Limit, if any, under the terms of this Certificate and we send notice of cancellation to you within thirty (30) days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue, notwithstanding the Aggregate Limit until we send notice of cancellation to you; or

**iii.** If you cease to have an active service with your Service Provider.

**c. How Notice of Cancellation is Provided**

Notices made pursuant to Section G.3.b. will be in writing and will include the reason for cancellation and the effective date of cancellation. Coverage will end on the effective date of the cancellation identified on the notice.

Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, it will be sent by registered mail and we will maintain proof of mailing. If notice is sent by electronic means, proof that the notice was sent will be maintained by us.

**d.** Notice need not be given if substantially similar replacement coverage takes effect without interruption and is provided by us. Coverage will continue to be in force for the period for which premium has already been paid to us.

**e. Return Premiums, If Any**

If this Certificate 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. How We Nonrenew a Certificate**

We may nonrenew a Certificate by mailing or delivering written notice of nonrenewal to you at least thirty (30) days before the effective date of nonrenewal. Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, it will be sent by registered mail and we will maintain proof of mailing. If notice is sent by electronic means, proof that the notice was sent will be maintained by us.

**g. If Master Policy is Cancelled or Nonrenewed by the Master Policyholder**

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, the Master Policyholder will notify you at least thirty (30) days before the effective date of such cancellation or nonrenewal.

**III.** Section **G. ADDITIONAL CONDITIONS**, paragraph **9. Legal Action Against Us**, item **c.** is replaced by the following:

**c.** The action is brought within five (5) years after you have knowledge of the loss or damage; and

**IV.** Section **G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

Technology Insurance Company, Inc.
An AmTrust Financial Company

**b.** We will provide you and the Master Policyholder with at least thirty (30) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice. If notice is mailed, it will be sent by registered mail and we will maintain proof of mailing. If notice is sent by electronic means, we will maintain proof that the notice was sent.

**V.** The following is added to Section **G. ADDITIONAL CONDITIONS**, paragraph **13. Transfer of Rights of Recovery Against Others To Us (Subrogation)**:

We will be entitled to recovery only after you have been fully compensated for the loss or damage sustained.

**VI.** The following is added to Section **G. ADDITIONAL CONDITIONS**:

**CONSUMER QUESTIONS OR COMPLAINTS**

For consumer questions or complaints, you may contact us at:

**TECHNOLOGY INSURANCE COMPANY, INC.**
**59 Maiden Lane, 43rd Floor**
**New York, NY 10038**
**1-866-327-5818** (toll-free phone)

If we fail to provide reasonable and adequate service, you should feel free to contact:
Arkansas Insurance Department
Consumer Services Division
1 Commerce Way, Suite 102
Little Rock, AR 72202-2087
(501) 371-2640 (phone)
(800) 852-5494 (toll-free phone)

Technology Insurance Company, Inc.
An AmTrust Financial Company
59 Maiden Lane, 43rd Floor, New York, NY 10038

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

## ARIZONA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE FOR PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**I.** **SECTION G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

**b.** We will provide the Master Policyholder with at least thirty (30) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice.

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

## CALIFORNIA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE for PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**I.** Section **G. ADDITIONAL CONDITIONS**, paragraph **3. Cancellation and Nonrenewal**, item **g.** is replaced by the following:

**g. If Master Policy is Cancelled or Nonrenewed by the Master Policyholder**

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, the Master Policyholder will notify you at least thirty (30) days before the effective date of such cancellation or nonrenewal. If the notice is not sent within thirty (30) days, coverage shall continue until thirty (30) days from the date the Master Policyholder sends notice of termination to you or until a new portable electronics insurance policy is in effect.

**II.** Section **G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

**b.** We will provide the Master Policyholder and you with at least thirty (30) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice.

Technology Insurance Company, Inc.
An AmTrust Financial Company
59 Maiden Lane, 43rd Floor, New York, NY 10038

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

## COLORADO AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE FOR PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**I. SECTION G. ADDITIONAL CONDITIONS**, paragraph **3. Cancellation and Nonrenewal**, item **b.** is replaced by the following:

**3. Cancellation and Nonrenewal**

**b. How We Cancel a Certificate**

If we cancel this Certificate, we will mail or deliver written notice to you at least thirty (30) days before the effective date of cancellation unless we cancel for the following reasons:

**(1)** We may cancel this Certificate upon fifteen (15) days notice before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim under the policy or,

**(2)** We may cancel this Certificate immediately:

**(a)** If you exhaust the Aggregate Limit, if any, under the terms of this Certificate and we send notice of cancellation to you within thirty (30) days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue, notwithstanding the Aggregate Limit until we send notice of cancellation to you; or

**(b)** If you cease to have an active service with your Service Provider.

**II. SECTION G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

**b.** We will provide the Master Policyholder with at least thirty (30) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice.

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

## CONNECTICUT AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE for PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**I.** Section **G. ADDITIONAL CONDITIONS**, paragraph **3. Cancellation and Nonrenewal** is replaced by the following:

**3. Cancellation and Nonrenewal**

**a. How You Cancel a Certificate**

You may cancel the coverage provided under this Certificate prior to the date upon which cancellation is to be effective.

Such cancellation may be:

**(1)** Oral to the Master Policyholder at the location where you elected coverage or to a telephone number specified for such purpose; or

**(2)** In writing, which writing shall be sent by United States mail or electronic means to:

**i.** Us or our **Administrator** if you pay the premium to us; or

**ii.** The Master Policyholder if the Master Policyholder collects the premium payment.

**b. How We Cancel a Certificate**

If we cancel this Certificate, we will mail or deliver written notice to you at least thirty (30) days before the effective date of cancellation unless we cancel for the following reasons:

**(1)** We may cancel this Certificate upon fifteen (15) days notice for:

**i.** Nonpayment of premium; or

**ii.** Discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.

**(2)** We may cancel this Certificate immediately:

**i.** If you exhaust the Aggregate Limit, if any, under the terms of this Certificate and we send notice of cancellation to you within thirty (30) days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue, notwithstanding the Aggregate Limit until we send notice of cancellation to you; or

**ii.** If you cease to have an active service with your Wireless Service Provider.

**c. How Notice of Cancellation is Provided**

Notices made pursuant to Section G.3.b. will be in writing and will include the reason for cancellation and the effective date of cancellation. Coverage will end on the effective date of the cancellation identified on the notice.

Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be sufficient proof of notice. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**d.** Notice need not be given if substantially similar replacement coverage takes effect without interruption and is provided by us. Coverage will continue to be in force for the period for which premium has already been paid to us.

**e. Return Premiums, If Any**

If this Certificate is canceled, any refunds due will be on a pro rata basis. We shall refund or arrange for credit any applicable unearned premium to be provided, not later than sixty (60) days after receiving notice as provided in item **a.** above, to the person who paid the premium. The cancellation will be effective even if the refund has not been made or offered.

**f. How We Nonrenew a Certificate**

We may nonrenew a Certificate by mailing or delivering written notice of nonrenewal to you at least thirty (30) days before the effective date of nonrenewal. Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be sufficient proof of notice. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**g. If Master Policy is Cancelled or Nonrenewed by the Master Policyholder**

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, the Master Policyholder will notify you at least thirty (30) days before the effective date of such cancellation or nonrenewal.

**II.** Section **G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

**b.** We will provide you and the Master Policyholder with at least thirty (30) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice. If notice is mailed, proof of mailing will be sufficient proof of notice. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

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

## DISTRICT OF COLUMBIA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE for PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**I.** **SECTION G. ADDITIONAL CONDITIONS**, paragraph **1. Arbitration Agreement** is replaced by the following:

**1. Arbitration Agreement**

Any disputes or controversies that arise out of or relate in any way to this Certificate, including any claims against third parties (including insurers), are subject to binding arbitration if both parties agree to arbitration at the time the dispute arises, including disputes concerning the arbitrability of disputes, disputes related to the making, administration, or validity of this Certificate, disputes regarding any recovery of any claim, benefit or refund under this Certificate, and disputes arising out of or relating in any way to the sale or marketing of this Certificate. In the first instance, the parties to a dispute agree to attempt to resolve any dispute through informal negotiation. The disputing parties agree to contact each other about a dispute before initiating any legal action. If the parties are unable to resolve any dispute through informal negotiations, the parties agree to resolve any dispute by mediation conducted by the American Arbitration Association ("AAA"), with all mediator fees and expenses paid by us. If the parties are unable to resolve any dispute through mediation and the parties have agreed to arbitration, then all disputes to arbitration will be conducted in accordance with the rules set forth in the DC Arbitration Act of 2007. All preliminary issues of arbitrability of any dispute will be decided by the arbitrator. The arbitration shall take place in your county of residence unless another location is mutually agreed upon by the parties. The laws of the state included in your mailing address in the Schedule (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Certificate and all transactions contemplated by this Certificate, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Certificate. The arbitration shall take place before a single arbitrator selected in accordance with the rules set forth in the DC Arbitration Act of 2007.

**a.** CLASS ACTION WAIVER: You agree not to participate as a representative or member of any class of claimants in any proceeding arising out of or relating to this Certificate in a judicial forum or in an arbitral forum (including any class action, representative action, consolidated action or private attorney general action). The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims.

**b.** All limitations periods that would otherwise be applicable shall apply to any arbitration proceedings.

If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions of this arbitration provision shall nevertheless remain valid and in force. If there is a conflict or inconsistency between this arbitration provision and the other provisions of this Certificate or any prior Certificate, this arbitration provision shall govern.

**II.** Section **G. ADDITIONAL CONDITIONS**, paragraph **3. Cancellation and Nonrenewal** is replaced by the following:

**3. Cancellation and Nonrenewal**

**a. How You Cancel a Certificate**

You may cancel the coverage provided under this Certificate by notifying us or our Administrator prior to the date upon which cancellation is to be effective.

**b. How We Cancel a Certificate**

If we cancel this Certificate, we will mail or deliver written notice to you at least thirty (30) days before the effective date of cancellation.

**c. How Notice of Cancellation is Provided**

Notices made pursuant to Section G.3.b. will be in writing and will include the reason for cancellation and the effective date of cancellation. Coverage will end on the effective date of the cancellation identified on the notice.

Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States postal service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**d.** Notice need not be given if substantially similar replacement coverage takes effect without interruption and is provided by us. Coverage will continue to be in force for the period for which premium has already been paid to us.

**e. Return Premiums, If Any**

If this Certificate 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. How We Nonrenew a Certificate**

We may nonrenew a Certificate by mailing or delivering written notice of nonrenewal to you at least thirty (30) days before the effective date of nonrenewal. Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States postal service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**g. If Master Policy is Cancelled or Nonrenewed by the Master Policyholder**

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, the Master Policyholder will notify you at least thirty (30) days before the effective date of such cancellation or nonrenewal.

**III. SECTION G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

**b.** We will provide the Master Policyholder and you with at least thirty (30) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice. If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States postal service or other commercial mail delivery service. If notice is accomplished through electronic means, proof that the notice was sent shall be maintained by us.

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

## FLORIDA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE FOR PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**I.** Section **G. ADDITIONAL CONDITIONS**, paragraph **1. Arbitration Agreement** is replaced by the following:

**1. Arbitration Agreement**

Any disputes or controversies that arise out of or relate in any way to this Certificate, including any claims against third parties (including insurers), may be subject to non-binding arbitration if both parties voluntarily agree to arbitration, including disputes concerning the arbitrability of disputes, disputes related to the making, administration, or validity of this Certificate, disputes regarding any recovery of any claim, benefit or refund under this Certificate, and disputes arising out of or relating in any way to the sale or marketing of this Certificate. In the first instance, the parties to a dispute agree to attempt to resolve any dispute through informal negotiation. The disputing parties agree to contact each other about a dispute before initiating any legal action. If the parties are unable to resolve any dispute through informal negotiations, the parties agree to resolve any dispute by mediation conducted by the American Arbitration Association ("AAA"), with all mediator fees and expenses paid by us. If the parties are unable to resolve any dispute through mediation, the parties may voluntarily agree to submit all disputes to arbitration under the Commercial Arbitration Rules of the AAA in effect at the time the dispute arises. If the parties have voluntarily agreed, then all preliminary issues of arbitrability of any dispute will be decided by the arbitrator. The arbitration shall take place in your county of residence unless another location is mutually agreed upon by the parties. The laws of the state included in your mailing address in the Schedule (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Certificate and all transactions contemplated by this Certificate, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Certificate. The arbitration shall take place before a single arbitrator selected in accordance with the Commercial Arbitration Rules of the AAA. AAA rules and forms will be obtained and all claims shall be filed at www.adr.org or at any AAA office.

1. The cost of the non-binding arbitration proceeding, including the filing fee, shall be borne by Us. Each party must bear the cost of its own attorneys, experts, witness fees, and other arbitration-related expenses.
2. It is understood and agreed that the arbitration shall be non-binding. The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages. The arbitrator may award a party only its actual damages and the arbitrator may award equitable relief including injunctive relief.
3. CLASS ACTION WAIVER: You agree not to participate as a representative or member of any class of claimants in any proceeding arising out of or relating to this Certificate in a judicial forum or in an arbitral forum (including any class action, representative action, consolidated action or private attorney general action). The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims.
4. All limitations periods that would otherwise be applicable shall apply to any arbitration proceedings.

If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions of this arbitration provision shall nevertheless remain valid and in force. If there is a conflict or inconsistency between this arbitration provision and the other provisions of this Certificate or any prior Certificate, this arbitration provision shall govern. This provision shall be governed by the Federal Arbitration Act.

**II. SECTION G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

**b.** We will provide the Master Policyholder with at least thirty (30) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice.

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

## GEORGIA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE for PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**I.** Section **B. EXCLUSIONS**, paragraph **8. Pre-Existing Conditions** is replaced by the following:

**8. Recall, Design Defect or Pre-Existing Damage**

**a.** Manufacturer's recall;

**b.** Error or omission in design, programming or system configuration; or

**c.** Damage which existed prior to coverage.

**II.** Section **B. EXCLUSIONS**, paragraph **11. Covered Under Other Insurance** is deleted.

**III.** Section **B. EXCLUSIONS**, paragraph **16. Intentional Loss or Damage** is replaced by the following:

**16. Intentional Loss or Damage**

**a.** Abuse, intentional acts, or use of the Covered Property in a manner inconsistent with the use for which it was designed, intended, or advised by the manufacturer or that would void the manufacturer's warranty.

**b.** However, this exclusion will not apply to deny payment to an innocent co-insured who did not cooperate in or contribute to the creation of the loss, if the loss is caused by the intentional act of an insured against whom a family violence complaint is brought for the act causing the loss.

**c.** Any payment made for a loss under paragraph **b.** above will be limited to the innocent co- insured's insurable interest in the Covered Property minus any payment first made to any other party with a legal secured interest in the property. We will not pay more than the Limit of Insurance.

**IV.** Section **G. ADDITIONAL CONDITIONS**, paragraph **1. Arbitration Agreement** is deleted.

**V.** Section **G. ADDITIONAL CONDITIONS**, paragraph **3. Cancellation and Nonrenewal** is replaced by the following:

**3. Cancellation and Nonrenewal**

**a. How You Cancel a Certificate**

You may cancel the coverage provided under this Certificate by notifying us or our Administrator prior to the date upon which cancellation is to be effective.

**b. How We Cancel a Certificate**

If we cancel this Certificate, we will mail or deliver written notice to you at least sixty (60) days before the effective date of cancellation unless we cancel for the following reasons:

**(1)** We may cancel this Certificate upon fifteen (15) days notice for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.

**(2)** We may cancel this Certificate immediately:

**i.** For nonpayment of premium;

**ii.** If you exhaust the Aggregate Limit, if any, under the terms of this Certificate and we send notice of cancellation to you within thirty (30) days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue, notwithstanding the Aggregate Limit until we send notice of cancellation to you; or

**iii.** If you cease to have an active service with your Service Provider.

**c. How Notice of Cancellation is Provided**

Notices made pursuant to Section G.3.b. will be in writing and will include the reason for cancellation and the effective date of cancellation. Coverage will end on the effective date of the cancellation identified on the notice.

Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**d.** Notice need not be given if substantially similar replacement coverage takes effect without interruption and is provided by us. Coverage will continue to be in force for the period for which premium has already been paid to us.

**e. Return Premiums, If Any**

If this Certificate 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. How We Nonrenew a Certificate**

We may nonrenew a Certificate by mailing or delivering written notice of nonrenewal to you at least sixty (60) days before the effective date of nonrenewal. Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**g. If Master Policy is Cancelled or Nonrenewed by the Master Policyholder**

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, the Master Policyholder will notify you at least thirty (30) days before the effective date of such cancellation or nonrenewal.

**VI.** Section **G. ADDITIONAL CONDITIONS**, paragraph **6. Concealment, Misrepresentation or Fraud** is replaced by the following:

**6. Concealment, Misrepresentation or Fraud**

No coverage will be provided in any case of fraud, intentional concealment or misrepresentation of a material fact, by either you or your designee at any time, concerning:

**a.** This Certificate;

**b.** The Covered Property;

**c.** Your interest in the Covered Property; or

**d.** A claim under this Certificate.

Misrepresentations, omissions, concealment of facts, and incorrect statements shall not prevent a recovery under this Certificate unless:

**a.** Fraudulent;

**b.** Material either to the acceptance of the risk or to the hazard assumed by us; or

**c.** We in good faith would either not have issued this Certificate or would not have issued this Certificate in as large an amount or at the premium rate as applied for or would not have provided coverage with respect to the hazard resulting in the loss if the true facts had been known to us as required either by the application for this Certificate or otherwise.

**VII.** Section **G. ADDITIONAL CONDITIONS**, paragraph **9. Legal Action Against Us**, item **d.** is deleted.

**VIII.** Section **G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

**b.** We will provide you and the Master Policyholder with at least sixty (60) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice. If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**IX.** The following is added to Section **G. ADDITIONAL CONDITIONS**:

**Other Insurance**

This Certificate shall apply pro rata with any other valid and collectible insurance available to you, unless such other insurance is written specifically in excess of this Certificate. Subject to the available limits of insurance, our share of coverage under this Certificate will equal the percentage that this Certificate's applicable limits of insurance bear to the total of the limits of all valid and collectible insurance policies available to you. This Certificate will not be subject to the terms of any other insurance.

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

## HAWAII AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE for PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

I. As used in this endorsement, "domestic abuse" means:

**a.** Physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury, or assault between family or household members;

**b.** Sexual assault of one family or household member by another;

**c.** Stalking of one family or household member by another family or household member; or

**d.** Intentionally, knowingly, or recklessly causing damage to property so as to intimidate or attempt to control the behavior of another household member.

II. Section **B. EXCLUSIONS,** paragraph **16. Intentional Loss or Damage** is replaced by the following:

**16. Intentional Loss or Damage**

**a.** Abuse, intentional acts, or use of the Covered Property in a manner inconsistent with the use for which it was designed, intended, or advised by the manufacturer or that would void the manufacturer's warranty.

**b.** However, this exclusion will not apply to deny payment to an innocent insured if:

**(1)** The loss is caused by an act of domestic abuse by another insured under this Certificate;

**(2)** The insured claiming loss files a police report and cooperates with any law enforcement investigation relating to the act of domestic abuse; and

**(3)** The insured claiming loss did not cooperate in or contribute to the creation of the loss.

**c.** Any payment made for a loss under paragraph **b.** above will be limited to the innocent insured's insurable interest in the Covered Property less payments made to any other party with a legal secured interest in the Covered Property. We will not pay more than the Limit of Insurance.

III. Section **G. ADDITIONAL CONDITIONS,** paragraph **1. Arbitration Agreement** is replaced by the following:

**1. Arbitration Agreement**

Any disputes or controversies that arise out of or relate in any way to this Certificate, including any claims against third parties (including insurers), may be subject to binding arbitration if both parties voluntarily agree to binding arbitration, including disputes concerning the arbitrability of disputes, disputes related to the making, administration, or validity of this Certificate, disputes regarding any recovery of any claim, benefit or refund under this Certificate, and disputes arising out of or relating in any way to the sale or marketing of this Certificate, provided that this does not supersede applicable state law. In the first instance, the parties to a dispute agree to attempt to resolve any dispute through informal negotiation. The disputing parties agree to contact each other about a dispute before initiating any legal action. If the parties are unable to resolve any dispute through informal negotiations, the parties agree to resolve any dispute by mediation conducted by the American Arbitration Association **("AAA"),** with all mediator fees and expenses paid by us. If the parties are unable to resolve any dispute through mediation, the parties may voluntarily agree to submit all disputes to arbitration in compliance with Hawaii's Uniform Arbitration Act (Hawaii Revised Statutes, Chapter 658A). All preliminary issues of arbitrability of any dispute will be decided by the arbitrator. The arbitration shall take place in your county of residence unless another location is mutually agreed upon by the parties. The laws of the state included in your mailing address in the Schedule (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Certificate and all transactions contemplated by this Certificate, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Certificate. The arbitration shall take place before a single arbitrator selected in accordance with Hawaii's Uniform Arbitration Act (Hawaii Revised Statutes, Chapter 658A). Upon granting an order confirming, vacating without directing a rehearing, modifying, or correcting an award, the court shall enter a judgment in conformity therewith. The judgment shall be recorded, docketed, and enforced as any other judgment in a civil action.

**a.** The cost of the binding arbitration proceeding, including the filing fee, shall be borne by Us. Each party must bear the cost of its own attorneys, experts, witness fees, and other arbitration-related expenses.

**b.** It is understood and agreed that the arbitration shall be final and binding upon the parties. The parties acknowledge that they are waiving their right to seek remedies in court, including the right to a jury trial. YOU UNDERSTAND THAT YOU ARE AGREEING THAT IF A DISPUTE ARISES UNDER OR RELATING TO THIS CERTIFICATE, YOU WILL NOT SUE US IN COURT, YOU ARE NOT ENTITLED TO A JURY TRIAL ON ANY CLAIMS ARISING FROM OR IN RELATION TO THIS CERTIFICATE, AND THAT AN ARBITRATOR WILL RESOLVE **ANY AND** ALL SUCH DISPUTES. The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages. The arbitrator may award a party only its actual damages and the arbitrator may award equitable relief including injunctive relief.

**c.** CLASS ACTION WAIVER: You agree not to participate as a representative or member of any class of claimants in any proceeding arising out of or relating to this Certificate in a judicial forum or in an arbitral forum (including any class action, representative action, consolidated action or private attorney general action). The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims.

**d.** All limitations periods that would otherwise be applicable shall apply to any arbitration proceedings.

This arbitration provision shall be in compliance with the Hawaii Uniform Arbitration Act (Hawaii Revised Statutes, Chapter 658A). If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions of this arbitration provision shall nevertheless remain valid and in force. If there is a conflict or inconsistency between this arbitration provision and the other provisions of this Certificate or any prior Certificate, this arbitration provision shall govern.

**IV.** Section **G. ADDITIONAL CONDITIONS,** paragraph **3. Cancellation and Nonrenewal** is replaced by the following:

**3. Cancellation and Nonrenewal**

**a. How You Cancel a Certificate**

You may cancel the coverage provided. under this Certificate by notifying us or our Administrator prior to the date upon which cancellation is to be effective.

**b. How We Cancel a Certificate**

If we cancel this Certificate, we will mail or deliver written notice to you at least sixty (60) days before the effective date of cancellation unless we cancel for the following reasons:

**(1)** We may cancel this Certificate upon fifteen (15) days notice for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.

**(2)** We may cancel this Certificate immediately:

**i.** For nonpayment of premium;

**ii.** If you exhaust the Aggregate Limit, if any, under the terms of this Certificate and we send notice of cancellation to you within thirty (30) days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue, notwithstanding the Aggregate Limit until we send notice of cancellation to you; or

**iii.** If you cease to have an active service with your Service Provider.

**c. How Notice of Cancellation is Provided**

Notices made pursuant to Section G.3.b. will be in writing and will include the reason for cancellation and the effective date of cancellation. Coverage will end on the effective date of the cancellation identified on the notice.

Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**d.** Notice need not be given if substantially similar replacement coverage takes effect without interruption and is provided by us. Coverage will continue to be in force for, the period for which premium has already been paid to us.

**e. Return Premiums, If Any**

If this Certificate 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. How We Nonrenew a Certificate**

We may nonrenew a Certificate by mailing or delivering written notice of nonrenewal to you at least sixty (60) days before the effective date of nonrenewal. Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**g. If Master Policy is Cancelled or Nonrenewed by the Master Policyholder**

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, the Master Policyholder will notify you at least thirty (30) days before the effective date of such cancellation or nonrenewal.

**V.** Section **G. ADDITIONAL CONDITIONS,** paragraph **6. Concealment, Misrepresentation or Fraud** is replaced by the following:

**6. · Concealment, Misrepresentation or Fraud**

This Certificate is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by either you or your designee at any time, concerning:

**a.** This Certificate;

**b.** The Covered Property;

**c.** Your interest in the Covered Property; or

**d.** A claim under this Certificate.

A misrepresentation shall not prevent a recovery unless made with actual intent to deceive or unless it materially affects either the acceptance of the risk or the hazard assumed by us.

**VI.** Section **G. ADDITIONAL CONDITIONS,** paragraph **11. Premiums,** item **b.** is replaced by the following:

**b.** We will provide you and the Master Policyholder with at least sixty (60) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice. If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**VII.** The following is added to Section **G. ADDITIONAL CONDITIONS,** paragraph **13. Transfer of Rights - of Recovery Against Others To Us (Subrogation):**

If we make a payment for a loss arising out of an act of domestic abuse, any rights of recovery an insured may have against the perpetrator of the domestic abuse are transferred to us to the extent of the payment made by us.

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

## IOWA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE for PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**I.** **SECTION G. ADDITIONAL CONDITIONS**, the first paragraph in paragraph **1. Arbitration Agreement** is replaced by the following:

1. **Appraisal Process**

   a. If We and You disagree on the value of the **Covered Property**, either may make written demand for an appraisal of the **Covered Property**. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the **Covered Property**. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will: (i) Pay its chosen appraiser; and (ii) Bear the other expenses of the appraisal and umpire equally.

   b. If We and You disagree on the actual cash value of the Loss or the amount of Loss, either may make written demand for an appraisal of the Loss. In this event, each party will select a competent and disinterested appraiser within twenty (20) calendar days after receiving a written demand for an appraisal from the other. Within fifteen (15) calendar days of the selection of the two appraisers, the appraisers will select an umpire. We, You or an appraiser may object to the agreed-upon umpire for good cause pursuant to Iowa law no later than five (5) business days after the umpire has been selected. A replacement umpire will then be agreed upon by both appraisers. If they cannot agree, You or We will provide written notice to the Iowa Insurance Division (the Division) and the Division will select an umpire. Either appraiser may request that selection be made by a judge in the state in which the **Covered Property** that is the subject of the claim is located. Within forty-five (45) calendar days from the date the umpire is selected, the appraisers will state separately the actual cash value and the amount of Loss for each item. No later than forty-five (45) calendar days after receipt of the actual cash value and the amount of Loss from the appraisers, the umpire will provide a written itemized award pursuant to Iowa law. Prior to the umpire issuing the written itemized award, the parties may agree to conclude the appraisal process when the parties reach a final settlement. Each party will: (i) Pay its chosen appraiser; and (ii) Bear the other expenses of the appraisal and umpire equally.

   Our payment of an appraisal award to You is subject to the limits of coverage, and other terms and conditions of the policy, including reductions for deductibles and prior payments. We will provide You with an itemized and detailed written explanation of the payment of the settlement, including an explanation of any item that is specifically denied under the terms of the policy. Unless otherwise agreed upon by the parties in writing, an appraisal award shall be binding and paid by Us within sixty (60) calendar days of the written itemized award being submitted to Us. Our motion, if any, to vacate an appraisal award for good cause must be filed within thirty (30) calendar days from the date We receive the written itemized award in the court of record. If there is an appraisal, We will still retain our right to deny the claim.

**II.** Section **G. ADDITIONAL CONDITIONS**, paragraph **3. Cancellation and Nonrenewal**, item **g.** is replaced by the following:

**g. If Master Policy is Cancelled or Nonrenewed by the Master Policyholder**

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, the Master Policyholder will notify You at least thirty (30) days before the effective date of such cancellation or nonrenewal. However, if the notice is not sent within thirty (30) days, your coverage shall continue until thirty (30) days from the date the Master Policyholder sends notice of termination to You or until a new portable electronics insurance policy is in effect.

**III.** Section **G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

**b.** We will provide the Master Policyholder and You with at least thirty (30) days prior written notice of a premium decrease or increase less than twenty-five (25%) percent for insurance provided under this Certificate. For premium increases of twenty-five (25%) percent or more, we will provide at least forty-five (45) days prior written notice. Any increase or decrease in premium shall apply to You after the effective date indicated in such written notice.

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

## IDAHO AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE for PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**I.** Section **G. ADDITIONAL CONDITIONS**, paragraph **3. Cancellation and Nonrenewal** is replaced by the following:

**3. Cancellation and Nonrenewal**

**a. How You Cancel a Certificate**

You may cancel the coverage provided under this Certificate by notifying us or our Administrator prior to the date upon which cancellation is to be effective. This includes rejecting a change made to the Certificate by us or the Master Policyholder.

**b. How We Cancel a Certificate**

If we cancel this Certificate, we will mail or deliver written notice to you at least thirty (30) days before the effective date of cancellation unless we cancel for the following reasons:

**(1)** We may cancel this Certificate upon fifteen (15) days notice for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.

**(2)** We may cancel this Certificate immediately:

**i.** For nonpayment of premium;

**ii.** If you exhaust the Aggregate Limit, if any, under the terms of this Certificate and we send notice of cancellation to you within thirty (30) days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue, notwithstanding the Aggregate Limit until we send notice of cancellation to you; or

**iii.** If you cease to have an active service with your Service Provider.

**c. How Notice of Cancellation is Provided**

Notices made pursuant to Section G.3.b. will be in writing and will include the reason for cancellation and the effective date of cancellation. Coverage will end on the effective date of the cancellation identified on the notice.

Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**d.** Notice need not be given if substantially similar replacement coverage takes effect without interruption and is provided by us. Coverage will continue to be in force for the period for which premium has already been paid to us.

**e. Return Premiums, If Any**

If this Certificate is canceled, any refunds due will be on a pro rata basis. If you cancel including rejecting a change to this Certificate, we will return any refund due within sixty (60) days after the date we receive notice of cancellation. The cancellation will be effective even if the refund has not been made or offered.

**f. How We Nonrenew a Certificate**

We may nonrenew a Certificate by mailing or delivering written notice of nonrenewal to you at least thirty (30) days before the effective date of nonrenewal. Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**g. If Master Policy is Cancelled or Nonrenewed by the Master Policyholder**

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, the Master Policyholder will notify you at least thirty (30) days before the effective date of such cancellation or nonrenewal. Any unearned premium will be returned to you within sixty (60) days of the effective date of such notice.

**II.** Section **G. ADDITIONAL CONDITIONS**, paragraph **6. Concealment, Misrepresentation or Fraud** is replaced by the following:

**6. Concealment, Misrepresentation or Fraud**

This Certificate is void in any case of fraud, intentional concealment or misrepresentation of a fact, by either you or your designee at any time, concerning:

**a.** This Certificate;

**b.** The Covered Property;

**c.** Your interest in the Covered Property; or

**d.** A claim under this Certificate;

and such concealment or misrepresentation is material either to the acceptance of the risk, or to the hazard assumed by us; or we, in good faith, would either not have issued this Certificate, or would not have issued this Certificate at the same premium rate, or would not have issued this Certificate in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to us as required either by the application for this Certificate or otherwise.

**III.** Section **G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

**b.** We will provide you and the Master Policyholder with at least thirty (30) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice. If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

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

**IDAHO DEPARTMENT OF INSURANCE CONTACT INFORMATION**

Idaho Department of Insurance

Consumer Affairs

700 W State Street, 3rd Floor

PO Box 83720

Boise ID 83720-0043

1-800-721-3272 or 208-334-4250 or www.DOI.Idaho.gov

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

## ILLINOIS AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE for PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**I.** The following is added to the first page of the Insurance Certificate:

**WARNING**

**PURCHASING THIS COVERAGE MAY VOID OR LIMIT OTHER INSURANCE SUCH AS A HOMEOWNERS POLICY OR FIRE POLICY COVERING YOUR CONTENTS. PLEASE READ ANY SUCH POLICIES YOU HAVE.**

**II.** Section **B. EXCLUSIONS**, paragraph **11. Covered Under Other Insurance** is deleted.

**III.** Section **B. EXCLUSIONS**, paragraph **16. Intentional Loss or Damage** is replaced by the following:

**16. Intentional Loss or Damage**

**a.** Abuse, intentional acts, or use of the Covered Property in a manner inconsistent with the use for which it was designed, intended, or advised by the manufacturer or that would void the manufacturer's warranty.

**b.** However, this exclusion will not apply to deny payment to an innocent insured who did not cooperate in or contribute to the creation of the loss if:

**(1)** The loss arose out of a pattern of criminal domestic violence; and

**(2)** The perpetrator of the loss is criminally prosecuted for the act causing the loss.

**c.** Any payment made for a loss under paragraph **b.** above will be limited to the innocent insured’s insurable interest in the Covered Property minus any payment made to any mortgagee or other party with a secured interest in the property. We will not pay more than the Limit of Insurance.

**IV.** Section **B. EXCLUSIONS**, paragraph **17. Pollution** is replaced by the following:

**17. 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, and all artificially produced ionizing or non-ionizing radiation and/or waste. Waste includes materials to be recycled, reconditioned or reclaimed. However, this exclusion does not apply to loss or damage caused by heat, smoke or fumes from a hostile fire. As used in this exclusion, hostile fire means a fire which becomes uncontrollable or breaks from where it was intended to be.

**V.** Section **B. EXCLUSIONS**, paragraph **18. Fees or Charges** is replaced by the following:

**18. Fees or Charges**

Any fees or charges:

a. Required to purchase the Covered Property;

b. For a data plan applicable to the Covered Property; or

c. For ancillary services such as a service contract applicable to the Covered Property;

assessed by the Administrator, Service Provider or Retailer, whether the charges incurred are legitimate or fraudulent.

**VI.** Section **G. ADDITIONAL CONDITIONS**, paragraph **1. Arbitration Agreement** is replaced by the following:

**1. Arbitration Agreement**

Any disputes or controversies that arise out of or relate in any way to this Certificate, including any claims against third parties (including insurers), may be subject to binding arbitration if both parties voluntarily agree, including disputes concerning the arbitrability of disputes, disputes related to the making, administration, or validity of this Certificate, disputes regarding any recovery of any claim, benefit or refund under this Certificate, and disputes arising out of or relating in any way to the sale or marketing of this Certificate. In the first instance, the parties to a dispute agree to attempt to resolve any dispute through informal negotiation. The disputing parties agree to contact each other about a dispute before initiating any legal action. If the parties are unable to resolve any dispute through informal negotiations, the parties agree to resolve any dispute by mediation conducted by the American Arbitration Association ("AAA"), with all mediator fees and expenses paid by us. If the parties are unable to resolve any dispute through informal negotiation, the parties may voluntarily agree to submit all disputes to arbitration under the Commercial Arbitration Rules of the AAA in effect at the time the dispute arises. If the parties have voluntarily agreed, then all preliminary issues of arbitrability of any dispute will be decided by the arbitrator. The arbitration shall take place in your county of residence unless another location is mutually agreed upon by the parties. The laws of the state included in your mailing address in the Schedule (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Certificate and all transactions contemplated by this Certificate, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Certificate. The arbitration shall take place before a single arbitrator selected in accordance with the Commercial Arbitration Rules of the AAA. AAA rules and forms will be obtained and all claims shall be filed at www.adr.org or at any AAA office.

**a.** The cost of the binding arbitration proceeding, including the filing fee, shall be borne by Us. Each party must bear the cost of its own attorneys, experts, witness fees, and other arbitration-related expenses.

**b.** It is understood and agreed that the arbitration shall be final and binding upon the parties. The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages. The arbitrator may award a party only its actual damages and the arbitrator may award equitable relief including injunctive relief.

**c.** All limitations periods that would otherwise be applicable shall apply to any arbitration proceedings.

If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions of this arbitration provision shall nevertheless remain valid and in force. If there is a conflict or inconsistency between this arbitration provision and the other provisions of this Certificate or any prior Certificate, this arbitration provision shall govern. This provision shall be governed by the Federal Arbitration Act.

**VII.** Section **G. ADDITIONAL CONDITIONS**, paragraph **3. Cancellation and Nonrenewal** is replaced by the following:

**3. Cancellation and Nonrenewal**

**a. How You Cancel a Certificate**

You may cancel the coverage provided under this Certificate by notifying us or our Administrator prior to the date upon which cancellation is to be effective.

**b. How We Cancel a Certificate**

If we cancel this Certificate, we will mail or deliver written notice to you at least sixty (60) days before the effective date of cancellation unless we cancel for the following reasons:

**(1)** We may cancel this Certificate upon fifteen (15) days notice for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.

**(2)** We may cancel this Certificate immediately:

**i.** For nonpayment of premium;

**ii.** If you exhaust the Aggregate Limit, if any, under the terms of this Certificate and we send notice of cancellation to you within thirty (30) days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue, notwithstanding the Aggregate Limit until we send notice of cancellation to you; or

**iii.** If you cease to have an active service with your Service Provider.

**c. How Notice of Cancellation is Provided**

Notices made pursuant to Section G.3.b. will be in writing and will include the reason for cancellation and the effective date of cancellation. Coverage will end on the effective date of the cancellation identified on the notice.

Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States postal service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**d. Return Premiums, If Any**

If this Certificate 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.

However, you shall have fifteen (15) days to determine if coverage is to remain in effect or is to be cancelled. If you cancel within this fifteen (15) day period, your full premium will be returned.

**i.** If loss(es) occurs after you have signed an application for the coverage and before or during the above-mentioned 15 days, and you have not given us or the Master Policyholder evidence of his rejection of the coverage, such loss(es) shall be paid and the premiums shall be charged for the time coverage is in force. Making any claim during this said period of time constitutes acceptance of the coverage by you.

**ii.** If during the 15 days following your receipt of the certificate of insurance, you choose to reject the subject coverage and no loss has been claimed by you, the coverage shall be cancelled as of its effective date and without any premium being charged. Any premium which may have been paid shall, in the event of such rejection, be returned to you. Thereafter, no claims may be made under the subject coverage.

**iii.** Computation of earned premium for cancellation, other than as described above, by you, may be on a short-rate basis. Such short-rate charge shall not be more than 10% in excess of the earned premium computed on a pro-rata basis.

**iv.** When coverage is revised or cancelled and rewritten, earned premium shall be computed on a pro-rata basis. Coverage shall continue without interruption and the revised or rewritten coverage shall be charged rates not to exceed those charged prior to the revision or rewriting.

**e. How We Nonrenew a Certificate**

We may nonrenew a Certificate by mailing or delivering written notice of nonrenewal to you at least sixty (60) days before the effective date of nonrenewal. Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States postal service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**f. If Master Policy is Cancelled or Nonrenewed by the Master Policyholder**

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, the Master Policyholder will notify you at least thirty (30) days before the effective date of such cancellation or nonrenewal.

**VIII.** The following is added to Section **G. ADDITIONAL CONDITIONS**, paragraph **5. Changes:**

If we make a change to the terms and conditions of this insurance, we will notify you at least sixty (60) days prior to the effective date of the change.

**IX.** Section **G. ADDITIONAL CONDITIONS**, paragraph 6**. Concealment, Misrepresentation or Fraud**, is replaced by the following:

**6. Concealment, Misrepresentation or Fraud**

This Certificate is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by either you or your designee at any time, concerning:

**e.** This Certificate;

**f.** The Covered Property; or

**g.** Your interest in the Covered Property.

A claim under this Certificate may be denied in any case of fraud, intentional concealment or misrepresentation of a material fact related to the claim, by either you or your designee.

**X.** Section **G. ADDITIONAL CONDITIONS**, paragraph **7. Conformity to Statute c.** is deleted.

**XI.** Section **G. ADDITIONAL CONDITIONS**, paragraph **9. Legal Action Against Us**, item **c.** is replaced by the following:

**c.** The action is brought within 2 years after you have knowledge of the loss or damage. However, this two (2) year period is tolled from the date proof of loss is filed until the date the claim is denied in whole or in part; and

**XII.** Section **G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

**b.** We will provide the Master Policyholder and you with at least sixty (60) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice. If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States postal service or other commercial mail delivery service. If notice is accomplished through electronic means, proof that the notice was sent shall be maintained by us.

**XIII.** The following is added to Section **G. ADDITIONAL CONDITIONS**, paragraph **13. Transfer of Rights of Recovery Against Others To Us (Subrogation)**:

If we make a payment for a loss arising out of an act of domestic violence, any rights of recovery you may have against the perpetrator of the domestic violence are transferred to us to the extent of the payment made by us.

**XIV.** The following are added to Section **G. ADDITIONAL CONDITIONS**: **Other Insurance**.

If you have other valid and collectible insurance that applies on the same basis as this insurance, this insurance shall apply on a primary basis.

**Duplication of Coverage Disclosure**

The insurance provided to you may provide a duplication of coverage already provided by your homeowner's insurance policy, renter's insurance policy, or other source of coverage.

**Copy of Master Policy**

A copy of the Master Policy under which this Certificate is issued may be requested at:

[company@email.com]

## IMPORTANT NOTICE REGARDING YOUR INSURANCE

In the event the **Insured** needs to contact someone about this insurance for any reason, please contact the agent. If no agent was involved in the sale of this insurance, or if the **Insured** has additional questions, the **Insured** may contact the insurance company issuing this insurance at the following address and telephone number:

Technology Insurance Company
59 Maiden Lane, 43rd Floor, New York, NY 10038

(866) 505-4048

If the **Insured** has been unable to contact or obtain satisfaction from the insurance company or the agent, the **Insured** may contact the:

Illinois Department of Insurance
Consumer Division or Public Services Section
320 W. Washington Street
Springfield, IL 62767-0001
Toll Free #: 1 (866) 445-5364 / TDD (217) 524-4872

or for online contact use the following websites:

https://mc.insurance.illinois.gov/messagecenter.nsf (online form)
https://www2.illinois.gov/sites/Insurance/Consumers/Documents/PropertyCasualtyComplaintForm.pdf (printable format)

Each Master Policy or a certified duplicate thereof shall be maintained within the state of Illinois and shall be available for inspection, during usual business hours, by any holder of a certificate issued under such Master Policy.

Technology Insurance Company, Inc.
An AmTrust Financial Company
59 Maiden Lane, 43rd Floor, New York, NY 10038

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

## INDIANA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE for PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**I.** Section **G. ADDITIONAL CONDITIONS**, the first paragraph in paragraph **1. Arbitration Agreement** is replaced by the following:

Any disputes or controversies that arise out of or relate in any way to this Certificate, including any claims against third parties (including insurers), may be subject to binding arbitration if both parties voluntarily agree to binding arbitration, including disputes concerning the arbitrability of disputes, disputes related to the making, administration, or validity of this Certificate, disputes regarding any recovery of any claim, benefit or refund under this Certificate, and disputes arising out of or relating in any way to the sale or marketing of this Certificate. In the first instance, the parties to a dispute agree to attempt to resolve any dispute through informal negotiation. The disputing parties agree to contact each other about a dispute before initiating any legal action. If the parties are unable to resolve any dispute through informal negotiations, the parties agree to resolve any dispute by mediation conducted by the American Arbitration Association (“AAA”), with all mediator fees and expenses paid by us. If the parties are unable to resolve any dispute through mediation, the parties may voluntarily agree to submit all disputes to arbitration under the Commercial Arbitration Rules of the AAA in effect at the time the dispute arises. If the parties have voluntarily agreed, then all preliminary issues of arbitrability of any dispute will be decided by the arbitrator. The arbitration shall take place in your county of residence unless another location is mutually agreed upon by the parties. The laws of Indiana govern all matters arising out of or relating to this Certificate and all transactions contemplated by this Certificate, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Certificate. The arbitration shall take place before a single arbitrator selected in accordance with the Commercial Arbitration Rules of the AAA. AAA rules and forms will be obtained and all claims shall be filed at www.adr.org or at any AAA office.

**II.** Section **G. ADDITIONAL CONDITIONS**, paragraph **3. Cancellation and Nonrenewal**, item **g.** is replaced by the following:

**g. If Master Policy is Cancelled or Nonrenewed by the Master Policyholder**

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, the Master Policyholder will notify you at least thirty (30) days before the effective date of such cancellation or nonrenewal.

**III.** Section **G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

**b.** We will provide you and the Master Policyholder with at least thirty (30) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice.

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

## KANSAS AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE for PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**I.** Section **G. ADDITIONAL CONDITIONS**, the first paragraph in paragraph **1. Arbitration Agreement** is replaced by the following:

Any disputes or controversies that arise out of or relate in any way to this Certificate, including any claims against third parties (including insurers), may be subject to binding arbitration if both parties voluntarily agree to binding arbitration once the dispute arises, including disputes concerning the arbitrability of disputes, disputes related to the making, administration, or validity of this Certificate, disputes regarding any recovery of any claim, benefit or refund under this Certificate, and disputes arising out of or relating in any way to the sale or marketing of this Certificate. In the first instance, the parties to a dispute agree to attempt to resolve any dispute through informal negotiation. The disputing parties agree to contact each other about a dispute before initiating any legal action. If the parties are unable to resolve any dispute through informal negotiations, the parties agree to resolve any dispute by mediation conducted by the American Arbitration Association ("AAA"), with all mediator fees and expenses paid by us. If the parties are unable to resolve any dispute through mediation, the parties may voluntarily agree to submit all disputes to arbitration under the Commercial Arbitration Rules of the AAA in effect at the time the dispute arises. If the parties have voluntarily agreed, then all preliminary issues of arbitrability of any dispute will be decided by the arbitrator. The arbitration shall take place in your county of residence unless another location is mutually agreed upon by the parties. The laws of the state included in your mailing address in the Schedule (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Certificate and all transactions contemplated by this Certificate, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Certificate. The arbitration shall take place before a single arbitrator selected in accordance with the Commercial Arbitration Rules of the AAA. AAA rules and forms will be obtained and all claims shall be filed at www.adr.org or at any AAA office.

**II.** Section **G. ADDITIONAL CONDITIONS**, paragraph **3. Cancellation and Nonrenewal** is replaced by the following:

**3. Cancellation and Nonrenewal**

**a. How You Cancel a Certificate**

You may cancel the coverage provided under this Certificate by notifying us or our Administrator prior to the date upon which cancellation is to be effective.

**b. How We Cancel a Certificate**

If we cancel this Certificate, we will mail or deliver written notice to you at least thirty (30) days before the effective date of cancellation unless we cancel for the following reasons:

**(1)** We may cancel this Certificate upon fifteen (15) days notice for:

**i.** Nonpayment of premium; or

**ii.** Discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.

**(2)** We may cancel this Certificate immediately:

**i.** If you exhaust the Aggregate Limit, if any, under the terms of this Certificate and we send notice of cancellation to you within thirty (30) days after exhaustion of the limit.

However, if notice is not timely sent, enrollment shall continue, notwithstanding the Aggregate Limit until we send notice of cancellation to you; or

**ii.** If you cease to have an active service with your Service Provider.

**c. How Notice of Cancellation is Provided**

Notices made pursuant to Section G.3.b. will be in writing and will include the reason for cancellation and the effective date of cancellation. Coverage will end on the effective date of the cancellation identified on the notice.

Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**d.** Notice need not be given if substantially similar replacement coverage takes effect without interruption and is provided by us. Coverage will continue to be in force for the period for which premium has already been paid to us.

**e. Return Premiums, If Any**

If this Certificate 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. How We Nonrenew a Certificate**

We may nonrenew a Certificate by mailing or delivering written notice of nonrenewal to you at least thirty (30) days before the effective date of nonrenewal. Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**g. If Master Policy is Cancelled or Nonrenewed by the Master Policyholder**

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, the Master Policyholder will notify you at least thirty (30) days before the effective date of such cancellation or nonrenewal.

**III.** Section **G. ADDITIONAL CONDITIONS**, paragraph **6. Concealment, Misrepresentation or Fraud** is replaced by the following:

**6. Concealment, Misrepresentation or Fraud**

This Certificate is void in any case of a fraudulent insurance act committed by you or on your behalf. Fraudulent insurance act means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

**IV.** Section **G. ADDITIONAL CONDITIONS**, paragraph **9. Legal Action Against Us**, item **c.** is replaced by the following:

**c.** The action is brought within five (5) years after you have knowledge of the loss or damage; and

**V.** Section **G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

**b.** We will provide you and the Master Policyholder with at least thirty (30) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice. If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

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

## KENTUCKY AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE for PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**I.** Section **B. EXCLUSIONS**, paragraph **16. Intentional Loss or Damage** is replaced by the following:

**16. Intentional Loss or Damage**

**a.** Abuse, intentional acts, or use of the Covered Property in a manner inconsistent with the use for which it was designed, intended, or advised by the manufacturer or that would void the manufacturer's warranty.

**b.** However, this exclusion will not apply to deny payment to an innocent insured who did not cooperate in or contribute to the creation of the loss if:

**(1)** The loss arose out of a pattern of domestic violence and abuse; and

**(2)** The perpetrator of the loss is criminally prosecuted for the act causing the loss.

**c.** Any payment made for a loss under paragraph **b.** above will be limited to the innocent insured's insurable interest in the Covered Property minus any payment first made to any other party with a legal secured interest in the property. We will not pay more than the Limit of Insurance.

**II.** Section **G. ADDITIONAL CONDITIONS**, the first paragraph in paragraph **1. Arbitration Agreement** is replaced by the following:

Any disputes or controversies that arise out of or relate in any way to this Certificate, including any claims against third parties (including insurers), may be subject to binding arbitration if both parties voluntarily agree to binding arbitration once the dispute arises, including disputes concerning the arbitrability of disputes, disputes related to the making, administration, or validity of this Certificate, disputes regarding any recovery of any claim, benefit or refund under this Certificate, and disputes arising out of or relating in any way to the sale or marketing of this Certificate. In the first instance, the parties to a dispute agree to attempt to resolve any dispute through informal negotiation. The disputing parties agree to contact each other about a dispute before initiating any legal action. If the parties are unable to resolve any dispute through informal negotiations, the parties agree to resolve any dispute by mediation conducted by the American Arbitration Association ("AAA"), with all mediator fees and expenses paid by us. If the parties are unable to resolve any dispute through informal negotiation, the parties may voluntarily agree to submit all disputes to arbitration under the Commercial Arbitration Rules of the AAA in effect at the time the dispute arises. If the parties have voluntarily agreed, then all preliminary issues of arbitrability of any dispute will be decided by the arbitrator. The arbitration shall take place in your county of residence unless another location is mutually agreed upon by the parties. The laws of the state included in your mailing address in the Schedule (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Certificate and all transactions contemplated by this Certificate, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Certificate. The arbitration shall take place before a single arbitrator selected in accordance with the Commercial Arbitration Rules of the AAA. AAA rules and forms will be obtained and all claims shall be filed at www.adr.org or at any AAA office.

**III.** Section **G. ADDITIONAL CONDITIONS**, paragraph **3. Cancellation and Nonrenewal** is replaced by the following:

**3. Cancellation and Nonrenewal**

**a. How You Cancel a Certificate**

You may cancel the coverage provided under this Certificate by notifying us or our Administrator prior to the date upon which cancellation is to be effective.

**b. How We Cancel a Certificate**

**(1)** If this Certificate has been in effect for sixty (60) days or less, we may cancel by mailing or delivering written notice to you at least:

**i.** Fourteen (14) days before the effective date of cancellation if we cancel for nonpayment of premium;

**ii.** Fifteen (15) days before the effective date of cancellation if we cancel for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder; or

**iii.** Thirty (30) days before the effective date of cancellation if we cancel for a reason other than those listed in paragraphs (1)i. & (1)ii. above.

**(2)** If this Certificate has been in effect for more than sixty (60) days, we may only cancel for one or more of the following reasons:

**i.** Nonpayment of premium;

**ii.** Discovery of fraud or material misrepresentation made by you or with your knowledge in obtaining this Certificate, continuing this Certificate, or in presenting a claim under this Certificate;

**iii.** Discovery of willful or reckless acts or omissions on your part which increase any hazard insured against;

**iv.** The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued;

**v.** A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;

**vi.** We are unable to reinsure the risk insured by this Certificate; or

**vii.** A determination by the Commissioner that the continuation of this Certificate would place us in violation of the Kentucky insurance code or regulations of the Commissioner.

A written notice of cancellation under this paragraph (2), will be mailed or delivered to you at least:

**i.** Fourteen (14) days before the effective date of cancellation if we cancel for nonpayment of premium; or

**ii.** Seventy-five (75) days before the effective date of cancellation if we cancel for a reason listed in paragraphs (2)(ii) through (2)(vii) above.

**c. How Notice of Cancellation is Provided**

Notices made pursuant to Section G.3.b. will be in writing and will include the reason for cancellation and the effective date of cancellation. Coverage will end on the effective date of the cancellation identified on the notice.

Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States postal service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**d.** Notice need not be given if substantially similar replacement coverage takes effect without interruption and is provided by us. Coverage will continue to be in force for the period for which premium has already been paid to us.

**e. Return Premiums, If Any**

If this Certificate 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. How We Nonrenew a Certificate**

We may nonrenew a Certificate by mailing or delivering written notice of nonrenewal to you at least seventy-five (75) days before the effective date of nonrenewal. Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States postal service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**g. If Master Policy is Cancelled or Nonrenewed by the Master Policyholder**

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, the Master Policyholder will notify you of such cancellation or nonrenewal.

**IV.** Section **G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

**b.** If we increase the premium more than twenty-five percent, we will provide the Master Policyholder with at least seventy-five (75) days prior written notice of an increase to the premium for insurance provided under this Certificate. Any increase in premium shall apply to you after the effective date indicated in such written notice. If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States postal service or other commercial mail delivery service. If notice is accomplished through electronic means, proof that the notice was sent shall be maintained by us.

**V.** The following is added to Section **G. ADDITIONAL CONDITIONS**, paragraph **13. Transfer of Rights of Recovery Against Others To Us (Subrogation)**:

If we make a payment for a loss arising out of an act of domestic violence, any rights of recovery you may have against the perpetrator of the domestic violence are transferred to us to the extent of the payment made by us.

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

## LOUISIANA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE for PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**I.** Section **B. EXCLUSIONS**, paragraph **12. Late Claims** is replaced by the following:

**12. Late Claims**

Claims not reported as required by Section E.3. of this Certificate. However, if loss or damage to Covered Property arises due to a catastrophic event for which a state of disaster or emergency is declared pursuant to law by civil officials, and the Covered Property is located in an area within the declaration, claims reported to our Administrator more than one hundred and eighty (180) days after the time of loss are excluded, if your failure to report the loss within one hundred and eighty (180) days prejudices our rights. This one hundred and eighty (180)-day period will not commence as long as the declaration of disaster or emergency is in existence and civil authorities are denying you access to the Covered Property.

**II.** Section **B. EXCLUSIONS**, paragraph **17. Pollution** is replaced by the following:

**17. 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 or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**III.** The following is added to Section **B. EXCLUSIONS**:

**ELECTRIC/MAGNETIC FIELDS**

The insurance under this Certificate does not apply to loss or damage, directly or indirectly caused by, or resulting from the discharge of electric/magnetic fields. Electric/magnetic fields means any artificially produced electric fields, magnetic field, electromagnetic field, sounds waves, microwaves, and all artificially produced ionizing or non-ionizing radiation.

**IV.** Section **E. YOUR DUTIES IN EVENT OF LOSS TO COVERED PROPERTY**, paragraph **2. Notify Police** is replaced by the following:

**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 Administrator within thirty (30) days of request or as soon as practicable.

**V.** Section **G. ADDITIONAL CONDITIONS**, paragraph **1. Arbitration Agreement** is replaced by the following:

**1. Arbitration Agreement**

Any disputes or controversies that arise out of or relate in any way to this Certificate, including any claims against third parties (including insurers), may be subject to non-binding arbitration if both parties voluntarily agree to arbitration, including disputes concerning the arbitrability of disputes, disputes related to the making, administration, or validity of this Certificate, disputes regarding any recovery of any claim, benefit or refund under this Certificate, and disputes arising out of or relating in any way to the sale or marketing of this Certificate. In the first instance, the parties to a dispute agree to attempt to resolve any dispute through informal negotiation. The disputing parties agree to contact each other about a dispute before initiating any legal action. If the parties are unable to resolve any dispute through informal negotiations, the parties agree to resolve any dispute by mediation conducted by the American Arbitration Association ("AAA"), with all mediator fees and expenses paid by us. If the parties are unable to resolve any dispute through mediation, the parties may voluntarily agree to submit all disputes to arbitration under the Commercial Arbitration Rules of the AAA in effect at the time the dispute arises. If the parties have voluntarily agreed, then all preliminary issues of arbitrability of any dispute will be decided by the arbitrator. The arbitration shall take place in your county of residence unless another location is mutually agreed upon by the parties. The laws of the state included in your mailing address in the Schedule (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Certificate and all transactions contemplated by this Certificate, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Certificate. The arbitration shall take place before a single arbitrator selected in accordance with the Commercial Arbitration Rules of the AAA. AAA rules and forms will be obtained and all claims shall be filed at www.adr.org or at any AAA office.

**a.** The cost of the non-binding arbitration proceeding, including the filing fee, shall be borne by Us. Each party must bear the cost of its own attorneys, experts, witness fees, and other arbitration-related expenses.

**b.** It is understood and agreed that the arbitration shall be non-binding. The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages. The arbitrator may award a party only its actual damages and the arbitrator may award equitable relief including injunctive relief.

**c.** CLASS ACTION WAIVER: You agree not to participate as a representative or member of any class of claimants in any proceeding arising out of or relating to this Certificate in a judicial forum or in an arbitral forum (including any class action, representative action, consolidated action or private attorney general action). The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims.

**d.** All limitations periods that would otherwise be applicable shall apply to any arbitration proceedings.

If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions of this arbitration provision shall nevertheless remain valid and in force. If there is a conflict or inconsistency between this arbitration provision and the other provisions of this Certificate or any prior Certificate, this arbitration provision shall govern. This provision shall be governed by the Federal Arbitration Act.

**VI.** Section **G. ADDITIONAL CONDITIONS**, paragraph **2. Claim Authorization and Loss Payment** is replaced by the following:

**2. Claim Authorization and Loss Payment**

We, or our Administrator, have the right to settle the loss or that part of the loss not in dispute with you or your designee within thirty (30) days subsequent to receipt of proof of the loss. No claims will be accepted unless authorized by us or our Administrator.

All repairs and replacements must be made by our Authorized Service Center, unless we, or our Administrator, give you other specific directions in writing. In no event will you be entitled to reimbursement for any out-of-pocket expenses.

**VII.** Section **G. ADDITIONAL CONDITIONS**, paragraph **3. Cancellation and Nonrenewal** is replaced by the following:

**3. Cancellation and Nonrenewal**

**a. How You Cancel a Certificate**

You may cancel the coverage provided under this Certificate by notifying us or our Administrator prior to the date upon which cancellation is to be effective.

**b. How We Cancel a Certificate**

**(1)** If this Certificate has been in effect for less than sixty (60) days and is not a renewal, we will mail or deliver written notice to you at least:

**(a)** Ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium.

**(b)** Sixty (60) days before the effective date of cancellation if we cancel for any other reason.

**(2)** If this Certificate has been in effect for sixty (60) days or more, or after the effective date of a renewal

Certificate:

**(a)** We may cancel this Certificate only for one or more of the following reasons:

**i.** Nonpayment of premium;

**ii.** Fraud or material misrepresentation made by or with your knowledge in obtaining this Certificate, continuing this Certificate, or in presenting a claim under this Certificate;

**iii.** Activities or omissions on the part of the insured which change or increase any hazard insured against, including a failure to comply with loss control recommendations;

**iv.** Change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including an increase in exposure due to regulation, legislation, or court decision;

**v.** Determination by the Commissioner of Insurance that the continuation of this Certificate would jeopardize our solvency or would place us in violation of the insurance laws of Louisiana or any other state;

**vi.** Violation or breach by the insured of any policy terms or condition; or

**vii.** Other reasons that are approved by the Commissioner of Insurance.

**(b)** We will mail or deliver our cancellation notice to you at least:

**i.** Ten (10) days before the effective date if we cancel for nonpayment of premium; or

**ii.** Thirty (30) days before the effective date of cancellation if we cancel for any other reason stated in Subparagraphs (a)ii. through (a)vii. above.

**c. How Notice of Cancellation is Provided**

Notices made pursuant to Section G.3.b. will be in writing and will include the reason for cancellation and the effective date of cancellation. Coverage will end on the effective date of the cancellation identified on the notice.

Notice may be mailed or delivered to your mailing address or electronic address shown in this Certificate.

If notice is mailed, proof of mailing will be sufficient proof of notice. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

We will also mail or deliver like notice of cancellation to each mortgagee, pledgee, or other known person shown by the Certificate to have an interest in any loss which may occur.

**d.** Notice need not be given if substantially similar replacement coverage takes effect without interruption and is provided by us. Coverage will continue to be in force for the period for which premium has already been paid to us.

**e. Return Premiums, If Any**

If this Certificate is canceled, any refunds due will be on a pro rata basis. If you cancel, we will return any refund due within thirty (30) days of the effective date of cancellation. The cancellation will be effective even if the refund has not been made or offered.

**f. How We Nonrenew a Certificate**

We may nonrenew a Certificate by mailing or delivering written notice of nonrenewal to you at least sixty (60) days before the effective date of nonrenewal. Notice may be mailed or delivered to your mailing address or electronic address shown in this Certificate.

If notice is mailed, proof of mailing will be sufficient proof of notice. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

Notice of nonrenewal will not be required if:

**(1)** We or another company within our insurance group have offered to issue a renewal Certificate; or

**(2)** You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.

**g. If Master Policy is Cancelled or Nonrenewed by the Master Policyholder**

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, the Master Policyholder will notify you of such cancellation or nonrenewal.

**VIII.** Section **G. ADDITIONAL CONDITIONS**, paragraph **6. Concealment, Misrepresentation or Fraud** is replaced by the following:

**6. Concealment, Misrepresentation or Fraud**

**a.** If made at the time of application, this Certificate is void in any case of fraud, intentional concealment or misrepresentation of a material fact, made with the intent to deceive, by either you or your designee.

**b.** After the time of application, no coverage will be provided in any case of fraud, intentional concealment or misrepresentation of a material fact, by either you or your designee, concerning:

**(1)** This Certificate;

**(2)** The Covered Property;

**(3)** Your interest in the Covered Property; or

**(4)** A claim under this Certificate.

**IX.** Section **G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

**b.** We will provide the Master Policyholder with at least thirty (30) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice. If notice is mailed, proof of mailing to the Master Policyholder at the address shown in the Master Policy shall be sufficient proof of notice. If notice is sent by electronic means, we shall maintain proof that the notice was sent.

**X.** The following is added to Section **G. ADDITIONAL CONDITIONS**, paragraph **13. Transfer of Rights of Recovery Against Others To Us (Subrogation)**:

Our right of recovery of amounts paid under this Certificate is secondary to your right to be fully compensated.

Technology Insurance Company, Inc.
An AmTrust Financial Company
59 Maiden Lane, 43rd Floor, New York, NY 10038

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

## MASSACHUSETTS AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE for PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**I.** Section **G. ADDITIONAL CONDITIONS**, paragraph **1. Arbitration Agreement** is replaced by the following:

**1. Arbitration Agreement**

Any disputes or controversies that arise out of or relate in any way to this Certificate, including any claims against third parties (including insurers), may be subject to non-binding arbitration if both parties voluntarily agree to arbitration, including disputes concerning the arbitrability of disputes, disputes related to the making, administration, or validity of this Certificate, disputes regarding any recovery of any claim, benefit or refund under this Certificate, and disputes arising out of or relating in any way to the sale or marketing of this Certificate. In the first instance, the parties to a dispute agree to attempt to resolve any dispute through informal negotiation. The disputing parties agree to contact each other about a dispute before initiating any legal action. If the parties are unable to resolve any dispute through informal negotiations, the parties agree to resolve any dispute by mediation conducted by the American Arbitration Association ("AAA"), with all mediator fees and expenses paid by us. If the parties are unable to resolve any dispute through mediation, the parties may voluntarily agree to submit all disputes to arbitration under the Commercial Arbitration Rules of the AAA in effect at the time the dispute arises. If the parties have voluntarily agreed, then all preliminary issues of arbitrability of any dispute will be decided by the arbitrator. The arbitration shall take place in your county of residence unless another location is mutually agreed upon by the parties. The laws of the state included in your mailing address in the Schedule (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Certificate and all transactions contemplated by this Certificate, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Certificate. The arbitration shall take place before a single arbitrator selected in accordance with the Commercial Arbitration Rules of the AAA. AAA rules and forms will be obtained and all claims shall be filed at www.adr.org or at any AAA office.

**a.** The cost of the non-binding arbitration proceeding, including the filing fee, shall be borne by Us. Each party must bear the cost of its own attorneys, experts, witness fees, and other arbitration-related expenses.

**b.** It is understood and agreed that the arbitration shall be non-binding. The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages. The arbitrator may award a party only its actual damages and the arbitrator may award equitable relief including injunctive relief.

**c.** CLASS ACTION WAIVER: You agree not to participate as a representative or member of any class of claimants in any proceeding arising out of or relating to this Certificate in a judicial forum or in an arbitral forum (including any class action, representative action, consolidated action or private attorney general action). The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims.

**d.** All limitations periods that would otherwise be applicable shall apply to any arbitration proceedings.

If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions of this arbitration provision shall nevertheless remain valid and in force. If there is a conflict or inconsistency between this arbitration provision and the other provisions of this Certificate or any prior Certificate, this arbitration provision shall govern. This provision shall be governed by the Federal Arbitration Act.

**II.** Section **G. ADDITIONAL CONDITIONS**, paragraph **3. Cancellation and Nonrenewal** is replaced by the following:

**3. Cancellation and Nonrenewal**

**a. How You Cancel a Certificate**

You may cancel the coverage provided under this Certificate by notifying us or our Administrator prior to the date upon which cancellation is to be effective.

**b. How We Cancel a Certificate**

If we cancel this Certificate, we will mail or deliver written notice to you at least thirty (30) days before the effective date of cancellation unless we cancel for the following reasons:

**(1)** We may cancel this Certificate upon fifteen (15) days notice for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.

**(2)** We may cancel this Certificate immediately:

**i.** For nonpayment of premium;

**ii.** If you exhaust the Aggregate Limit, if any, under the terms of this Certificate and we send notice of cancellation to you within thirty (30) days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue, notwithstanding the Aggregate Limit until we send notice of cancellation to you; or

**iii.** If you cease to have an active service with your Service Provider.

**c. How Notice of Cancellation is Provided**

Notices made pursuant to Section G.3.b. will be in writing and will include the reason for cancellation and the effective date of cancellation. Coverage will end on the effective date of the cancellation identified on the notice.

Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**d.** Notice need not be given if substantially similar replacement coverage takes effect without interruption and is provided by us. Coverage will continue to be in force for the period for which premium has already been paid to us.

**e. Return Premiums, If Any**

If this Certificate 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. How We Nonrenew a Certificate**

We may nonrenew a Certificate by mailing or delivering written notice of nonrenewal to you at least thirty (30) days before the effective date of nonrenewal. Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**g. If Master Policy is Cancelled or Nonrenewed by the Master Policyholder**

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, the Master Policyholder will notify you at least thirty (30) days before the effective date of such cancellation or nonrenewal.

**III.** Section **G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

**b.** We will provide you and the Master Policyholder with at least thirty (30) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice. If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

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

## MARYLAND AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE for PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**I.** Section **B. EXCLUSIONS**, paragraph **11. Covered Under Other Insurance** is deleted.

**II.** Section **G. ADDITIONAL CONDITIONS**, paragraph **3. Cancellation and Nonrenewal** is replaced by the following:

**3. Cancellation and Nonrenewal**

**a. How You Cancel a Certificate**

You may cancel the coverage provided under this Certificate by notifying us or our Administrator prior to the date upon which cancellation is to be effective.

**b. How We Cancel a Certificate**

If we cancel this Certificate, we will mail or deliver written notice to you at least sixty (60) days before the effective date of cancellation unless we cancel for the following reasons:

**(1)** We may cancel this Certificate upon forty-five (45) days notice for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.

**(2)** We may cancel this Certificate upon ten (10) days notice for nonpayment of premium.

**(3)** We may cancel this Certificate immediately:

**i.** If you exhaust the Aggregate Limit, if any, under the terms of this Certificate and we send notice of cancellation to you within fifteen (15) days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue, notwithstanding the Aggregate Limit until we send notice of cancellation to you; or

**ii.** If you cease to have an active service with your Service Provider.

**c. How Notice of Cancellation is Provided**

Notices made pursuant to Section G.3.b. will be in writing and will include the reason for cancellation and the effective date of cancellation. Coverage will end on the effective date of the cancellation identified on the notice.

Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be sufficient proof of notice. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**d.** Notice need not be given if substantially similar replacement coverage takes effect without interruption and is provided by us. Coverage will continue to be in force for the period for which premium has already been paid to us.

**e. Return Premiums, If Any**

If this Certificate 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. How We Nonrenew a Certificate**

We may nonrenew a Certificate by mailing or delivering written notice of nonrenewal to you at least sixty (60) days before the effective date of nonrenewal. Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be sufficient proof of notice. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**g. If Master Policy is Cancelled or Nonrenewed by the Master Policyholder**

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, the Master Policyholder will notify you at least forty-five (45) days before the effective date of such cancellation or nonrenewal.

**III.** Section **G. ADDITIONAL CONDITIONS**, paragraph **6. Concealment, Misrepresentation or Fraud** is replaced by the following:

**6. Concealment, Misrepresentation or Fraud**

No coverage will be provided in any case of fraud, intentional concealment or misrepresentation of a material fact, by either you or your designee at any time, concerning:

**a.** This Certificate;

**b.** The Covered Property;

**c.** Your interest in the Covered Property; or

**d.** A claim under this Certificate.

**IV.** Section **G. ADDITIONAL CONDITIONS**, paragraph **9. Legal Action Against Us**, item **c.** is replaced by the following:

**c.** The action is brought within three (3) years after you have knowledge of the loss or damage; and

**V.** Section **G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

**b.** We will provide you and the Master Policyholder with at least sixty (60) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice. If notice is mailed, proof of mailing will be sufficient proof of notice. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**VI.** The following are added to Section **G. ADDITIONAL CONDITIONS**: **Other**

**Insurance**

Coverage provided under this Certificate shall be primary to any other valid and collectible coverage.

**Eligibility for Re-Enrollment**

Upon your request, your coverage shall be eligible for re-enrollment for coverage twelve (12) months following the date of exhaustion of the Aggregate Limit and subject to the enrollment criteria applicable at the time re-enrollment is requested.

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

## MAINE AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE for PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**I.** Section **G. ADDITIONAL CONDITIONS**, paragraph **1. Arbitration Agreement** is replaced by the following:

**1. Arbitration Agreement**

Any disputes or controversies that arise out of or relate in any way to this Certificate, including any claims against third parties (including insurers), may be subject to non-binding arbitration if both parties voluntarily agree to non-binding arbitration, including disputes concerning the arbitrability of disputes, disputes related to the making, administration, or validity of this Certificate, disputes regarding any recovery of any claim, benefit or refund under this Certificate, and disputes arising out of or relating in any way to the sale or marketing of this Certificate. In the first instance, the parties to a dispute agree to attempt to resolve any dispute through informal negotiation. The disputing parties agree to contact each other about a dispute before initiating any legal action. If the parties are unable to resolve any dispute through informal negotiations, the parties agree to resolve any dispute by mediation conducted by the American Arbitration Association ("AAA"), with all mediator fees and expenses paid by us. If the parties are unable to resolve any dispute through informal negotiation, the parties may voluntarily agree to submit all disputes to arbitration under the Commercial Arbitration Rules of the AAA in effect at the time the dispute arises. If the parties have voluntarily agreed, then all preliminary issues of arbitrability of any dispute will be decided by the arbitrator. The arbitration shall take place in your county of residence unless another location is mutually agreed upon by the parties. The laws of the state included in your mailing address in the Schedule (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Certificate and all transactions contemplated by this Certificate, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Certificate. The arbitration shall take place before a single arbitrator selected in accordance with the Commercial Arbitration Rules of the AAA. AAA rules and forms will be obtained and all claims shall be filed at www.adr.org or at any AAA office.

**a.** The cost of the non-binding arbitration proceeding, including the filing fee, shall be borne by Us. Each party must bear the cost of its own attorneys, experts, witness fees, and other arbitration-related expenses.

**b.** It is understood and agreed that the arbitration shall be non-binding. The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages. The arbitrator may award a party only its actual damages and the arbitrator may award equitable relief including injunctive relief.

**c.** CLASS ACTION WAIVER: You agree not to participate as a representative or member of any class of claimants in any proceeding arising out of or relating to this Certificate in a judicial forum or in an arbitral forum (including any class action, representative action, consolidated action or private attorney general action). The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims.

**d.** All limitations periods that would otherwise be applicable shall apply to any arbitration proceedings.

If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions of this arbitration provision shall nevertheless remain valid and in force. If there is a conflict or inconsistency between this arbitration provision and the other provisions of this Certificate or any prior Certificate, this arbitration provision shall govern. This provision shall be governed by the Federal Arbitration Act.

**II.** Section **G. ADDITIONAL CONDITIONS**, paragraph **3. Cancellation and Nonrenewal** is replaced by the following:

**3. Cancellation and Nonrenewal**

**a. How You Cancel a Certificate**

You may cancel the coverage provided under this Certificate by notifying us or our Administrator prior to the date upon which cancellation is to be effective.

**b. How We Cancel a Certificate**

If we cancel this Certificate, we will mail or deliver written notice to you at least thirty (30) days before the effective date of cancellation unless we cancel for the following reasons:

**(1)** We may cancel this Certificate upon fifteen (15) days notice for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.

**(2)** We may cancel this Certificate immediately:

**i.** For nonpayment of premium;

**ii.** If you exhaust the Aggregate Limit, if any, under the terms of this Certificate and we send notice of cancellation to you within thirty (30) days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue, notwithstanding the Aggregate Limit until we send notice of cancellation to you; or

**iii.** If you cease to have an active service with your Service Provider.

**c. How Notice of Cancellation is Provided**

Notices made pursuant to Section G.3.b. will be in writing and will include the reason for cancellation and the effective date of cancellation. Coverage will end on the effective date of the cancellation identified on the notice.

Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**d.** Notice need not be given if substantially similar replacement coverage takes effect without interruption and is provided by us. Coverage will continue to be in force for the period for which premium has already been paid to us.

**e. Return Premiums, If Any**

If this Certificate 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. How We Nonrenew a Certificate**

We may nonrenew a Certificate by mailing or delivering written notice of nonrenewal to you at least thirty (30) days before the effective date of nonrenewal. Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**g. If Master Policy is Cancelled or Nonrenewed by the Master Policyholder**

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, the Master Policyholder will notify you at least thirty (30) days before the effective date of such cancellation or nonrenewal.

**III.** Section **G. ADDITIONAL CONDITIONS**, paragraph **6. Concealment, Misrepresentation or Fraud** is replaced by the following:

**6. Concealment, Misrepresentation or Fraud**

No coverage shall be provided in any case of fraud, intentional concealment or misrepresentation of a material fact, by either you or your designee at any time, concerning:

a. This Certificate;

b. The Covered Property;

c. Your interest in the Covered Property; or

d. A claim under this Certificate.

**IV.** Section **G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

**b.** We will provide you and the Master Policyholder with at least thirty (30) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice. If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**V.** The following is added to Section **G. ADDITIONAL CONDITIONS**: **Post-Judgment Interest**

If a legal action is commenced regarding a claim, once judgment is rendered, we will pay any applicable post-judgment interest as provided by Maine law.

Technology Insurance Company, Inc.
An AmTrust Financial Company
59 Maiden Lane, 43rd Floor, New York, NY 10038

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

## MICHIGAN AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE FOR PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**I. SECTION G. ADDITIONAL CONDITIONS**, paragraph **1. Arbitration Agreement** is replaced by the following:

**1. ARBITRATION AGREEMENT**

Any disputes or controversies that arise out of or relate in any way to this Certificate, including any claims against third parties (including insurers), are subject to arbitration, including disputes concerning the arbitrability of disputes, disputes related to the making, administration, or validity of this Certificate, disputes regarding any recovery of any claim, benefit or refund under this Certificate, and disputes arising out of or relating in any way to the sale or marketing of this Certificate. In the first instance, the parties to a dispute agree to attempt to resolve any dispute through informal negotiation. If the parties are unable to resolve any dispute through informal negotiations, the parties agree to resolve any dispute by mediation conducted by the American Arbitration Association ("AAA"), with all mediator fees and expenses paid by us. The disputing parties agree to contact each other about a dispute before initiating any legal action. If the parties are unable to resolve any dispute through mediation, the parties agree to submit all disputes to arbitration under the Commercial Arbitration Rules of the AAA in effect at the time the dispute arises. All preliminary issues of arbitrability of any dispute will be decided by the arbitrator. The arbitration shall take place in your county of residence unless another location is mutually agreed upon by the parties. The laws of the state included in your mailing address (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Certificate and all transactions contemplated by this Certificate, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Certificate. The arbitration shall take place before a single arbitrator selected in accordance with the Commercial Arbitration Rules of the AAA. AAA rules and forms will be obtained and all claims shall be filed at www.adr.org or at any AAA office.

**2.** The cost of the arbitration proceeding, including the filing fee, shall be borne by Us. Each party must bear the cost of its own attorneys, experts, witness fees, and other arbitration-related expenses.

**3.** The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages. The arbitrator may award a party only its actual damages and the arbitrator may award equitable relief including injunctive relief.

**4.** CLASS ACTION WAIVER: You agree not to participate as a representative or member of any class of claimants in any proceeding arising out of or relating to this Certificate in a judicial forum or in an arbitral forum (including any class action, representative action, consolidated action or private attorney general action). The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims.

**5.** All limitations periods that would otherwise be applicable shall apply to any arbitration proceedings.

If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions of this arbitration provision shall nevertheless remain valid and in force. If there is a conflict or inconsistency between this arbitration provision and the other provisions of this Certificate or any prior Certificate, this arbitration provision shall govern. This provision shall be governed by the Federal Arbitration Act.

**II. SECTION G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

**b.** We will provide the Master Policyholder with at least thirty (30) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice.

Technology Insurance Company, Inc.
An AmTrust Financial Company
59 Maiden Lane, 43rd Floor, New York, NY 10038

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

## MINNESOTA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE FOR PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**I.** **SECTION G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

**b.** We will provide the Master Policyholder with at least thirty (30) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice.

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

## MISSOURI AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE for PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**I.** The following is added to Section **B. EXCLUSIONS**, paragraph **12. Late Claims**:

However, we will not deny a claim based upon your failure to submit written notice within the specified timeframe unless this failure operates to prejudice our rights.

**II.** Section **B. EXCLUSIONS**, paragraph **16. Intentional Loss or Damage** is replaced by the following:

**16. Intentional Loss or Damage**

**a.** Abuse, intentional acts, or use of the Covered Property in a manner inconsistent with the use for which it was designed, intended, or advised by the manufacturer or that would void the manufacturer's warranty.

**b.** However, this exclusion will not apply to deny payment to an innocent insured who did not cooperate in or contribute to the creation of the loss if the innocent insured files a police report and completes a sworn affidavit that indicates both:

**(1)** The cause of the loss; and

**(2)** A pledge to cooperate in any criminal prosecution of the person committing the act causing the loss.

**c.** Any payment made for a loss under paragraph **b.** above will be limited to the innocent insured’s insurable interest in the Covered Property minus any payment first made to any other party with a legal secured interest in the property; however, we shall not be required to make any subsequent payment for the part of any loss for which the innocent insured has received payment. We will not pay more than the Limit of Insurance.

**III.** The following is added to Section **D. DEDUCTIBLE**:

The Minimum Equipment Value applicable to each Equipment Tier is as follows:

| | Equipment Tier 1 | Equipment Tier 2 | Equipment Tier 3 | Equipment Tier 4 | Equipment Tier 5 |
|---|---|---|---|---|---|
| Minimum Equipment Value | None | $50 | $150 | $250 | $350 |

**IV.** Section **G. ADDITIONAL CONDITIONS**, the first paragraph in paragraph **1. Arbitration Agreement** is replaced by the following:

Any disputes or controversies that arise out of or relate in any way to this Certificate, including any claims against third parties (including insurers), may be subject to binding arbitration if both parties voluntarily agree to binding arbitration, including disputes concerning the arbitrability of disputes, disputes related to the making, administration, or validity of this Certificate, disputes regarding any recovery of any claim, benefit or refund under this Certificate, and disputes arising out of or relating in any way to the sale or marketing of this Certificate. In the first instance, the parties to a dispute agree to attempt to resolve any dispute through informal negotiation. The disputing parties agree to contact each other about a dispute before initiating any legal action. If the parties are unable to resolve any dispute through informal negotiations, the parties agree to resolve any dispute by mediation conducted by the American Arbitration Association (“AAA”), with all mediator fees and expenses paid by us. If the parties are unable to resolve any dispute through mediation, the parties may voluntarily agree to submit all disputes to arbitration under the Commercial Arbitration Rules of the AAA in effect at the time the dispute arises. If the parties have voluntarily agreed, then all preliminary issues of arbitrability of any dispute will be decided by the arbitrator. The arbitration shall take place in your county of residence unless another location is mutually agreed upon by the parties. The laws of the state included in your mailing address in the Schedule (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Certificate and all transactions contemplated by this Certificate, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Certificate. The arbitration shall take place before a single arbitrator selected in accordance with the Commercial Arbitration Rules of the AAA. AAA rules and forms will be obtained and all claims shall be filed at www.adr.org or at any AAA office.

**V.** Section **G. ADDITIONAL CONDITIONS**, paragraph **3. Cancellation and Nonrenewal** is replaced by the following:

**3. Cancellation and Nonrenewal**

**a. How You Cancel a Certificate**

You may cancel the coverage provided under this Certificate by notifying us or our Administrator prior to the date upon which cancellation is to be effective.

**b. How We Cancel a Certificate**

If we cancel this Certificate, we will mail or deliver written notice to you at least thirty (30) days before the effective date of cancellation unless we cancel for the following reasons:

**(1)** We may cancel this Certificate upon fifteen (15) days notice for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.

**(2)** We may cancel this Certificate immediately:

**i.** For nonpayment of premium;

**ii.** If you exhaust the Aggregate Limit, if any, under the terms of this Certificate and we send notice of cancellation to you within thirty (30) days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue, notwithstanding the Aggregate Limit until we send notice of cancellation to you; or

**iii.** If you cease to have an active service with your Service Provider.

**c. How Notice of Cancellation is Provided**

Notices made pursuant to Section G.3.b. will be in writing and will include the reason for cancellation and the effective date of cancellation. Coverage will end on the effective date of the cancellation identified on the notice.

Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**d.** Notice need not be given if substantially similar replacement coverage takes effect without interruption and is provided by us. Coverage will continue to be in force for the period for which premium has already been paid to us.

**e. Return Premiums, If Any**

If this Certificate 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. How We Nonrenew a Certificate**

We may nonrenew a Certificate by mailing or delivering written notice of nonrenewal to you at least thirty (30) days before the effective date of nonrenewal. Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States

Postal Service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**g. If Master Policy is Cancelled or Nonrenewed by the Master Policyholder**

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, the Master Policyholder will notify you at least thirty (30) days before the effective date of such cancellation or nonrenewal.

**VI.** Section **G. ADDITIONAL CONDITIONS**, paragraph **6. Concealment, Misrepresentation or Fraud** is replaced by the following:

**6. Concealment, Misrepresentation or Fraud**

No coverage shall be provided in any case of fraud, intentional concealment or misrepresentation of a material fact, by either you or your designee at any time, concerning:

**a.** This Certificate;

**b.** The Covered Property;

**c.** Your interest in the Covered Property; or

**d.** A claim under this Certificate.

**VII.** Section **G. ADDITIONAL CONDITIONS**, paragraph **7. Conformity to Statute** is deleted.

**VIII.** Section **G. ADDITIONAL CONDITIONS**, paragraph **9. Legal Action Against Us**, item **c.** is replaced by the following:

**c.** The action is brought within ten (10) years after you have knowledge of the loss or damage; and

**IX.** Section **G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

**b.** We will provide you and the Master Policyholder with at least thirty (30) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice. If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**X.** The following is added to Section **G. ADDITIONAL CONDITIONS**, paragraph **13. Transfer of Rights of Recovery Against Others To Us (Subrogation)**:

If we make a payment for a loss arising out of an act of domestic violence, any rights of recovery you may have against the perpetrator of the domestic violence are transferred to us to the extent of the payment made by us.

**XI.** The following are added to Section **G. ADDITIONAL CONDITIONS**: **Company**

**Contact Information**

**TECHNOLOGY INSURANCE COMPANY, INC.**
**59 Maiden Lane, 43rd Floor**
**New York, NY 10038**
**1-866-327-5818**

**Missouri Property and Casualty Insurance Guaranty Association Coverage Limitations**

Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the “Act”), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the “Association”), the Association will pay claims covered under the Act if we become insolvent.

The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of the Act:

**1.** Claims covered by the Association do not include a claim by or against an organization or insured person of an insolvent insurer, if the organization or insured person has a net worth of more than $25 million on the later of the end of the organization or insured person most recent fiscal year or the December thirty-first of the year next preceding the date the insurer becomes insolvent; provided that an organization or insured person net worth on such date shall be deemed to include the aggregate net worth of the organization or insured person and all of its affiliates as calculated on a consolidated basis. If the organization or insured person prepares an annual report to shareholders, or an annual report to management reflecting net worth, then such report for the fiscal year immediately preceding the date of insolvency of the insurer will be used to determine net worth.

**2.** Payments made by the Association for covered claims will include only that amount of each claim which is less than $300,000. However, the Association will not:

**a.** Pay an amount in excess of the applicable Limit of Insurance of the Certificate from which a claim arises;

**b.** Pay for any amount that has been awarded as punitive or exemplary damages; or

**c.** Return to an organization or insured person any unearned premium in excess of $25,000.

These limitations have no effect on the coverage we will provide under this Certificate.

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

## MISSISSIPPI AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE for PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**I.** Section **G. ADDITIONAL CONDITIONS**, paragraph **1. Arbitration Agreement** is replaced by the following:

**1. ARBITRATION AGREEMENT**

**ANY DISPUTES OR CONTROVERSIES THAT ARISE OUT OF OR RELATE IN ANY WAY TO THIS CERTIFICATE, INCLUDING ANY CLAIMS AGAINST THIRD PARTIES (INCLUDING INSURERS), ARE SUBJECT TO BINDING ARBITRATION, INCLUDING DISPUTES CONCERNING THE ARBITRABILITY OF DISPUTES, DISPUTES RELATED TO THE MAKING, ADMINISTRATION, OR VALIDITY OF THIS CERTIFICATE, DISPUTES REGARDING ANY RECOVERY OF ANY CLAIM, BENEFIT OR REFUND UNDER THIS CERTIFICATE, AND DISPUTES ARISING OUT OF OR RELATING IN ANY WAY TO THE SALE OR MARKETING OF THIS CERTIFICATE. IN THE FIRST INSTANCE, THE PARTIES TO A DISPUTE AGREE TO ATTEMPT TO RESOLVE ANY DISPUTE THROUGH INFORMAL NEGOTIATION. THE DISPUTING PARTIES AGREE TO CONTACT EACH OTHER ABOUT A DISPUTE BEFORE INITIATING ANY LEGAL ACTION. IF THE PARTIES ARE UNABLE TO RESOLVE ANY DISPUTE THROUGH INFORMAL NEGOTIATIONS, THE PARTIES AGREE TO RESOLVE ANY DISPUTE BY MEDIATION CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), WITH ALL MEDIATOR FEES AND EXPENSES PAID BY US. IF THE PARTIES ARE UNABLE TO RESOLVE ANY DISPUTE THROUGH MEDIATION, THE PARTIES AGREE TO SUBMIT ALL DISPUTES TO ARBITRATION UNDER THE COMMERCIAL ARBITRATION RULES OF THE AAA IN EFFECT AT THE TIME THE DISPUTE ARISES. ALL PRELIMINARY ISSUES OF ARBITRABILITY OF ANY DISPUTE WILL BE DECIDED BY THE ARBITRATOR. THE ARBITRATION SHALL TAKE PLACE IN YOUR COUNTY OF RESIDENCE UNLESS ANOTHER LOCATION IS MUTUALLY AGREED UPON BY THE PARTIES. THE LAWS OF THE STATE INCLUDED IN YOUR MAILING ADDRESS IN THE SCHEDULE (WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PRINCIPLES) GOVERN ALL MATTERS ARISING OUT OF OR RELATING TO THIS CERTIFICATE AND ALL TRANSACTIONS CONTEMPLATED BY THIS CERTIFICATE, INCLUDING, WITHOUT LIMITATION, THE VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE AND ENFORCEMENT OF THIS CERTIFICATE. THE ARBITRATION SHALL TAKE PLACE BEFORE A SINGLE ARBITRATOR SELECTED IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AAA. AAA RULES AND FORMS WILL BE OBTAINED AND ALL CLAIMS SHALL BE FILED AT WWW.ADR.ORG OR AT ANY AAA OFFICE.**

**A. THE COST OF THE BINDING ARBITRATION PROCEEDING, INCLUDING THE FILING FEE, SHALL BE BORNE BY US. EACH PARTY MUST BEAR THE COST OF ITS OWN ATTORNEYS, EXPERTS, WITNESS FEES, AND OTHER ARBITRATION-RELATED EXPENSES.**

**B. IT IS UNDERSTOOD AND AGREED THAT THE ARBITRATION SHALL BE FINAL AND BINDING UPON THE PARTIES. THE PARTIES ACKNOWLEDGE THAT THEY ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL. YOU UNDERSTAND THAT YOU ARE AGREEING THAT IF A DISPUTE ARISES UNDER OR RELATING TO THIS CERTIFICATE, YOU WILL NOT SUE US IN COURT, YOU ARE NOT ENTITLED TO A JURY TRIAL ON ANY CLAIMS ARISING FROM OR IN RELATION TO THIS CERTIFICATE, AND THAT AN ARBITRATOR WILL RESOLVE ANY AND ALL SUCH DISPUTES. THE ARBITRATOR SHALL BE PROHIBITED FROM AWARDING PUNITIVE, CONSEQUENTIAL, SPECIAL, INCIDENTAL, AND EXEMPLARY DAMAGES. THE ARBITRATOR MAY AWARD A PARTY ONLY ITS ACTUAL DAMAGES AND THE ARBITRATOR MAY AWARD EQUITABLE RELIEF INCLUDING INJUNCTIVE RELIEF.**

**C. CLASS ACTION WAIVER: YOU AGREE NOT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS CERTIFICATE IN A JUDICIAL FORUM OR IN AN ARBITRAL FORUM (INCLUDING ANY CLASS ACTION, REPRESENTATIVE ACTION, CONSOLIDATED ACTION OR PRIVATE ATTORNEY GENERAL ACTION). THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CLASS OR REPRESENTATIVE PROCEEDING OR CLAIMS.**

**D. ALL LIMITATIONS PERIODS THAT WOULD OTHERWISE BE APPLICABLE SHALL APPLY TO ANY ARBITRATION PROCEEDINGS.**

**IF ANY PORTION OF THIS ARBITRATION PROVISION IS DEEMED INVALID OR UNENFORCEABLE, THE REMAINING PORTIONS OF THIS ARBITRATION PROVISION SHALL NEVERTHELESS REMAIN VALID AND IN FORCE. IF THERE IS A CONFLICT OR INCONSISTENCY BETWEEN THIS ARBITRATION PROVISION AND THE OTHER PROVISIONS OF THIS CERTIFICATE OR ANY PRIOR CERTIFICATE, THIS ARBITRATION PROVISION SHALL GOVERN. THIS PROVISION SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT.**

**II.** Section **G. ADDITIONAL CONDITIONS**, paragraph **3. Cancellation and Nonrenewal** is replaced by the following:

**3. Cancellation and Nonrenewal**

**a. How You Cancel a Certificate**

You may cancel the coverage provided under this Certificate by notifying us or our Administrator prior to the date upon which cancellation is to be effective.

**b. How We Cancel a Certificate**

If we cancel this Certificate, we will mail or deliver written notice to you at least thirty (30) days before the effective date of cancellation unless we cancel for the following reasons:

**(1)** We may cancel this Certificate upon fifteen (15) days notice for:

**i.** Nonpayment of premium; or

**ii.** Discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.

**(2)** We may cancel this Certificate immediately:

**i.** If you exhaust the Aggregate Limit, if any, under the terms of this Certificate and we send notice of cancellation to you within thirty (30) days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue, notwithstanding the Aggregate Limit until we send notice of cancellation to you; or

**ii.** If you cease to have an active service with your Service Provider.

**c. How Notice of Cancellation is Provided**

Notices made pursuant to Section G.3.b. will be in writing and will include the reason for cancellation and the effective date of cancellation. Coverage will end on the effective date of the cancellation identified on the notice.

Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**d.** Notice need not be given if substantially similar replacement coverage takes effect without interruption and is provided by us. Coverage will continue to be in force for the period for which premium has already been paid to us.

**e. Return Premiums, If Any**

If this Certificate 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. How We Nonrenew a Certificate**

We may nonrenew a Certificate by mailing or delivering written notice of nonrenewal to you at least thirty (30) days before the effective date of nonrenewal. Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**g. If Master Policy is Cancelled or Nonrenewed by the Master Policyholder**

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, the Master Policyholder will notify you at least thirty (30) days before the effective date of such cancellation or nonrenewal.

**III.** Section **G. ADDITIONAL CONDITIONS**, paragraph **9. Legal Action Against Us**, item **c.** is replaced by the following:

**c.** The action is brought within three (3) years after you have knowledge of the loss or damage; and

**IV.** Section **G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

**b.** We will provide you and the Master Policyholder with at least thirty (30) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice. If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

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

## MONTANA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE for PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**I. SECTION A. COVERAGE**, the first paragraph of item **1.b.** is replaced by the following:

The Master Policyholder may request to insure Covered Property owned or legally possessed by you. Request for coverage is subject to our approval and in our discretion.

**II. SECTION F. OUR DUTIES IN EVENT OF LOSS**, the first paragraph of item **2.** Is replaced by the following:

At our option, we, our Administrator or our Authorized Service Center may repair or replace the Covered Property with substitute parts or provide substitute equipment that:

**III. SECTION G. ADDITIONAL CONDITIONS**, paragraph **1. Arbitration Agreement** is deleted.

**IV. SECTION G. ADDITIONAL CONDITIONS**, paragraph **3. Cancellation and Nonrenewal** is replaced by the following:

**3. Cancellation and Nonrenewal**

**a. How You Cancel a Certificate**
You may cancel the coverage provided under this Certificate by notifying us or our Administrator prior to the date upon which cancellation is to be effective.

**b. How We Cancel a Certificate**
If we cancel this Certificate, we will mail or deliver written notice to you at least thirty (30) days before the effective date of cancellation unless we cancel for the following reasons:

**(1)** We may cancel this Certificate upon fifteen (15) days notice for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.

**(2)** We may cancel this Certificate upon ten (10) days notice for nonpayment of premium;

**(3)** We may cancel this Certificate immediately:

**i.** If you exhaust the Aggregate Limit, if any, under the terms of this Certificate and we send notice of cancellation to you within thirty (30) days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue, notwithstanding the Aggregate Limit until we send notice of cancellation to you; or

**ii.** If you cease to have an active service with your Service Provider.

**c. How Notice of Cancellation is Provided**

Notices made pursuant to Section G.3.b. will be in writing and will include the reason for cancellation and the effective date of cancellation. Coverage will end on the effective date of the cancellation identified on the notice.

Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States postal service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**d.** Notice need not be given if substantially similar replacement coverage takes effect without interruption and is provided by us. Coverage will continue to be in force for the period for which premium has already been paid to us.

**e. Return Premiums, If Any**

If this Certificate 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. How We Nonrenew a Certificate**

We may nonrenew a Certificate by mailing or delivering written notice of nonrenewal to you at least thirty (30) days before the effective date of nonrenewal. Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States postal service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**g. If Master Policy is Cancelled or Nonrenewed by the Master Policyholder**

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, the Master Policyholder will notify you at least thirty (30) days before the effective date of such cancellation or nonrenewal.

**V.** Section **G. ADDITIONAL CONDITIONS**, paragraph **6. Concealment, Misrepresentation or Fraud** is replaced by the following

**6. Concealment, Misrepresentation or Fraud**

This Certificate is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by either you or your designee at any time, concerning:

**a.** This Certificate;

**b.** The Covered Property;

**c.** Your interest in the Covered Property; or

**d.** A claim under this Certificate;

and such concealment or misrepresentation is material either to the risk or to the hazard assumed by us; or we in good faith would either not have issued this Certificate, or would not have issued it at the same premium rate or would not have issued the Certificate in as large an amount or would not have provided coverage with respect to the hazard resulting in the loss if the true facts had been made known to us as required either by the application for this Certificate or otherwise.

**VI.** Section **G. ADDITIONAL CONDITIONS**, paragraph **7. Conformity to Statute** is replaced by the following:

**7. Conformity to Montana Statute**

The provisions of this Certificate conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which you reside on or after the effective date of this Certificate.

**VII.** Section **G. ADDITIONAL CONDITIONS**, paragraph **9. Legal Action Against Us**, item **d.** is deleted.

**VIII.** Section **G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

**b.** We will provide you and the Master Policyholder with at least thirty (30) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice. If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States postal service or other commercial mail delivery service. If notice is accomplished through electronic means, proof that the notice was sent shall be maintained by us.

Technology Insurance Company, Inc.
An AmTrust Financial Company
59 Maiden Lane, 43rd Floor, New York, NY 10038

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

## NORTH CAROLINA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE for PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**I. SECTION G. ADDITIONAL CONDITIONS**, the first paragraph in paragraph **1. Arbitration Agreement** is replaced by the following:

**1. Arbitration Agreement**

Any disputes or controversies that arise out of or relate in any way to this Certificate, including any claims against third parties (including insurers), may be subject to binding arbitration if both parties voluntarily agree, including disputes concerning the arbitrability of disputes, disputes related to the making, administration, or validity of this Certificate, disputes regarding any recovery of any claim, benefit or refund under this Certificate, and disputes arising out of or relating in any way to the sale or marketing of this Certificate. In the first instance, the parties to a dispute agree to attempt to resolve any dispute through informal negotiation. The disputing parties agree to contact each other about a dispute before initiating any legal action. If the parties are unable to resolve any dispute through informal negotiations, the parties agree to resolve any dispute by mediation conducted by the American Arbitration Association ("AAA"), with all mediator fees and expenses paid by us. If the parties are unable to resolve any dispute through mediation, the parties may voluntarily agree to submit all disputes to arbitration under the Commercial Arbitration Rules of the AAA in effect at the time the dispute arises. If the parties have voluntarily agreed, then all preliminary issues of arbitrability of any dispute will be decided by the arbitrator. The arbitration shall take place in your county of residence unless another location is mutually agreed upon by the parties. The laws of the state included in your mailing address in the Schedule (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Certificate and all transactions contemplated by this Certificate, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Certificate. The arbitration shall take place before a single arbitrator selected in accordance with the Commercial Arbitration Rules of the AAA. AAA rules and forms will be obtained and all claims shall be filed at www.adr.org or at any AAA office.

**II. SECTION G. ADDITIONAL CONDITIONS**, paragraph **9. Legal Action Against Us**, item **c.** is replaced by the following:

**c.** The action is brought within 3 years after you have knowledge of the loss or damage; and

**III. SECTION G. ADDITIONAL CONDITIONS**, paragraph **3. Cancellation and Nonrenewal**, item **b. How We Cancel a Certificate,** part **(1)** is replaced by the following:

(1) We may cancel this Certificate upon fifteen (15) days notice for non-payment of premium, discovery of fraud, or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.

**IV. SECTION G. ADDITIONAL CONDITIONS**, paragraph **3. Cancellation and Nonrenewal**, item **b. How We Cancel a Certificate,** part **(2)i** is deleted in its entirety**.**

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

## NORTH DAKOTA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE for PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**I.** Section **B. EXCLUSIONS**, paragraph **16. Intentional Loss or Damage** is replaced by the following:

**16. Intentional Loss or Damage**

**a.** Abuse, intentional acts, or use of the Covered Property in a manner inconsistent with the use for which it was designed, intended, or advised by the manufacturer or that would void the manufacturer's warranty.

**b.** However, this exclusion will not apply to deny payment to an innocent insured who did not cooperate in or contribute to the creation of the loss if:

**(1)** The loss arose out of domestic violence; and

**(2)** The perpetrator of the loss is criminally prosecuted for the act causing the loss.

**c.** Any payment made for a loss under paragraph **b.** above will be limited to the innocent insured’s insurable interest in the Covered Property minus any payment first made to any other party with a legal secured interest in the property. We will not pay more than the Limit of Insurance.

**II.** Section **E. YOUR DUTIES IN EVENT OF LOSS TO COVERED PROPERTY**, the last sentence in paragraph **8. Proof of Loss and Ownership** is replaced by the following:

These records must be provided within thirty (30) days after our request for the documentation; except for proof of loss described in paragraph **b.** which must be provided within sixty (60) days after the blank document is furnished to you by us.

**III.** Section **G. ADDITIONAL CONDITIONS**, paragraph **3. Cancellation and Nonrenewal** is replaced by the following:

**3. Cancellation and Nonrenewal**

**a. How You Cancel a Certificate**

You may cancel the coverage provided under this Certificate by notifying us or our Administrator prior to the date upon which cancellation is to be effective.

**b. How We Cancel a Certificate**

If we cancel this Certificate, we will mail or deliver written notice to you at least thirty (30) days before the effective date of cancellation unless we cancel for the following reasons:

**(1)** We may cancel this Certificate upon ten (10) days notice for nonpayment of premium.

**(2)** We may cancel this Certificate immediately:

**i.** If you exhaust the Aggregate Limit, if any, under the terms of this Certificate and we send notice of cancellation to you within thirty (30) days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue, notwithstanding the Aggregate Limit until we send notice of cancellation to you; or

**ii.** If you cease to have an active service with your Service Provider.

**c. How Notice of Cancellation is Provided**

Notices made pursuant to Section G.3.b. will be in writing and will include the reason for cancellation and the effective date of cancellation. Coverage will end on the effective date of the cancellation identified on the notice.

Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States postal service or other commercial mail delivery service. If notice is accomplished through electronic means, proof that the notice was sent shall be maintained by us. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**d.** Notice need not be given if substantially similar replacement coverage takes effect without interruption and is provided by us. Coverage will continue to be in force for the period for which premium has already been paid to us.

**e. Return Premiums, If Any**

If this Certificate 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. How We Nonrenew a Certificate**

We may nonrenew a Certificate by mailing or delivering written notice of nonrenewal to you at least forty-five (45) days before the effective date of nonrenewal. Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, conclusive proof of mailing and receipt on the third calendar day after the mailing of the notice is established if we produce:

**(1)** A United States postal service certificate of mailing to you at your last-known address; or

**(2)** Proof or acknowledgment of United States postal service mailing to you at your last- known address using:

**i.** IMb tracing; or

**ii.** A similar method of first-class mail tracking which identifies you, your last-known address, and the date of mailing.

If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**g. If Master Policy is Cancelled or Nonrenewed by the Master Policyholder**

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, the Master Policyholder will notify you at least thirty (30) days before the effective date of such cancellation or nonrenewal.

**IV.** Section **G. ADDITIONAL CONDITIONS**, paragraph **9. Legal Action Against Us**, item **c.** is replaced by the following:

**c.** The action is brought within three (3) years after you have knowledge of the loss or damage; and

**V.** Section **G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

**b.** We will provide you and the Master Policyholder with at least thirty (30) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice. If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States postal service or other commercial mail delivery service. If notice is accomplished through electronic means, proof that the notice was sent shall be maintained by us.

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

## NEBRASKA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE for PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**IV.** Section **B. EXCLUSIONS**, paragraph **16. Intentional Loss or Damage** is replaced by the following:

**16. Intentional Loss or Damage**

**a.** Abuse, intentional acts, or use of the Covered Property in a manner inconsistent with the use for which it was designed, intended, or advised by the manufacturer or that would void the manufacturer's warranty.

**b.** However, this exclusion will not apply to deny payment for an otherwise covered claim to an innocent insured who did not cooperate in or contribute to the creation of the loss if the loss arises out of abuse to that innocent insured by a co-insured.

**c.** Any payment made for a loss under paragraph **b.** above will be limited to the innocent insured's insurable interest in the Covered Property. We will not pay more than the Limit of Insurance.

**II.** Section **G. ADDITIONAL CONDITIONS**, the first paragraph in paragraph **1. Arbitration Agreement** is replaced by the following:

Any disputes or controversies that arise out of or relate in any way to this Certificate, including any claims against third parties (including insurers), may be subject to binding arbitration if both parties voluntarily agree to binding arbitration, including disputes concerning the arbitrability of disputes, disputes related to the making, administration, or validity of this Certificate, disputes regarding any recovery of any claim, benefit or refund under this Certificate, and disputes arising out of or relating in any way to the sale or marketing of this Certificate. In the first instance, the parties to a dispute agree to attempt to resolve any dispute through informal negotiation. The disputing parties agree to contact each other about a dispute before initiating any legal action. If the parties are unable to resolve any dispute through informal negotiations, the parties agree to resolve any dispute by mediation conducted by the American Arbitration Association ("AAA"), with all mediator fees and expenses paid by us. If the parties are unable to resolve any dispute through mediation, the parties may voluntarily agree to submit all disputes to arbitration under the Commercial Arbitration Rules of the AAA in effect at the time the dispute arises. If the parties have voluntarily agreed to binding arbitration, then all preliminary issues of arbitrability of any dispute will be decided by the arbitrator. The arbitration shall take place in your county of residence unless another location is mutually agreed upon by the parties. The laws of the state included in your mailing address in the Schedule (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Certificate and all transactions contemplated by this Certificate, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Certificate. The arbitration shall take place before a single arbitrator selected in accordance with the Commercial Arbitration Rules of the AAA. AAA rules and forms will be obtained and all claims shall be filed at www.adr.org or at any AAA office.

**III.** Section **G. ADDITIONAL CONDITIONS**, paragraph **3. Cancellation and Nonrenewal** is replaced by the following:

**3. Cancellation and Nonrenewal**

**a. How You Cancel a Certificate**

You may cancel the coverage provided under this Certificate by notifying us or our Administrator prior to the date upon which cancellation is to be effective.

**b. How We Cancel a Certificate**

If we cancel this Certificate, we will mail or deliver written notice to you at least thirty (30) days before the effective date of cancellation unless we cancel for the following reasons:

**(1)** We may cancel this Certificate upon fifteen (15) days notice for:

i. Nonpayment of premium; or

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

**(2)** We may cancel this Certificate immediately:

i. If you exhaust the Aggregate Limit, if any, under the terms of this Certificate and we send notice of cancellation to you within thirty (30) days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue, notwithstanding the Aggregate Limit until we send notice of cancellation to you; or

ii. If you cease to have an active service with your Service Provider.

**c. How Notice of Cancellation is Provided**

Notices made pursuant to Section G.3.b. will be in writing and will include the reason for cancellation and the effective date of cancellation. Coverage will end on the effective date of the cancellation identified on the notice.

Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**d.** Notice need not be given if substantially similar replacement coverage takes effect without interruption and is provided by us. Coverage will continue to be in force for the period for which premium has already been paid to us.

**e. Return Premiums, If Any**

If this Certificate 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. How We Nonrenew a Certificate**

We may nonrenew a Certificate by mailing or delivering written notice of nonrenewal to you at least thirty (30) days before the effective date of nonrenewal. Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**g. If Master Policy is Cancelled or Nonrenewed by the Master Policyholder**

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, the Master Policyholder will notify you at least thirty (30) days before the effective date of such cancellation or nonrenewal.

**IV.** Section **G. ADDITIONAL CONDITIONS**, paragraph **6. Concealment, Misrepresentation or Fraud** is replaced by the following:

**6. Concealment, Misrepresentation or Fraud**

**a.** A misrepresentation or warranty made by you in the negotiation of or application for this Certificate will void this Certificate if such misrepresentation or warranty is material and deceives us to our injury.

**b.** A breach of a warranty or condition will void this Certificate if such breach exists at the time of the loss and contribute to the loss.

**V.** Section **G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

**b.** We will provide you and the Master Policyholder with at least thirty (30) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice. If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**VI.** The following is added to Section **G. ADDITIONAL CONDITIONS**, paragraph **13. Transfer of Rights of Recovery Against Others To Us (Subrogation)**:

If we make a payment for a loss arising out of an act of abuse, any rights of recovery you may have against the perpetrator of the abuse are transferred to us to the extent of the payment made by us.

Technology Insurance Company, Inc.
An AmTrust Financial Company
59 Maiden Lane, 43rd Floor, New York, NY 10038

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

### NEW HAMPSHIRE AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE FOR PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**II.** Section **G. ADDITIONAL CONDITIONS**, paragraph **1. Arbitration Agreement** is replaced by the following:

**1. Arbitration Agreement**

Any disputes or controversies that arise out of or relate in any way to this Certificate, including any claims against third parties (including insurers), may be subject to non-binding arbitration if both parties voluntarily agree to arbitration, including disputes concerning the arbitrability of disputes, disputes related to the making, administration, or validity of this Certificate, disputes regarding any recovery of any claim, benefit or refund under this Certificate, and disputes arising out of or relating in any way to the sale or marketing of this Certificate. In the first instance, the parties to a dispute agree to attempt to resolve any dispute through informal negotiation. The disputing parties agree to contact each other about a dispute before initiating any legal action. If the parties are unable to resolve any dispute through informal negotiations, the parties agree to resolve any dispute by mediation conducted by the American Arbitration Association ("AAA"), with all mediator fees and expenses paid by us. If the parties are unable to resolve any dispute through mediation, the parties may voluntarily agree to submit all disputes to arbitration under the Commercial Arbitration Rules of the AAA in effect at the time the dispute arises. If the parties have voluntarily agreed, then all preliminary issues of arbitrability of any dispute will be decided by the arbitrator. The arbitration shall take place in your county of residence unless another location is mutually agreed upon by the parties. The laws of the state included in your mailing address in the Schedule (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Certificate and all transactions contemplated by this Certificate, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Certificate. The arbitration shall take place before a single arbitrator selected in accordance with the Commercial Arbitration Rules of the AAA. AAA rules and forms will be obtained and all claims shall be filed at www.adr.org or at any AAA office.

**1.** The cost of the non-binding arbitration proceeding, including the filing fee, shall be borne by Us. Each party must bear the cost of its own attorneys, experts, witness fees, and other arbitration-related expenses.

**2.** It is understood and agreed that the arbitration shall be non-binding. The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages. The arbitrator may award a party only its actual damages and the arbitrator may award equitable relief including injunctive relief.

**3.** CLASS ACTION WAIVER: You agree not to participate as a representative or member of any class of claimants in any proceeding arising out of or relating to this Certificate in a judicial forum or in an arbitral forum (including any class action, representative action, consolidated action or private attorney general action). The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims.

**4.** All limitations periods that would otherwise be applicable shall apply to any arbitration proceedings.

If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions of this arbitration provision shall nevertheless remain valid and in force. If there is a conflict or inconsistency between this arbitration provision and the other provisions of this Certificate or any prior Certificate, this arbitration provision shall govern. This provision shall be governed by the Federal Arbitration Act.

**II.** **SECTION G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

**b.** We will provide the Master Policyholder with at least thirty (30) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice.

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

## NEW JERSEY AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE FOR PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**I. SECTION G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

- **b.** We will provide the Master Policyholder with at least thirty (30) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice.

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

# NEW MEXICO AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE for PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**I.** As used in this Certificate, "domestic abuse" means attempting to cause or intentionally, knowingly or recklessly causing damage to property for the purpose of intimidating or attempting to control the behavior of another person. This includes a minor.

**II.** Section **B. EXCLUSIONS**, paragraph **16. Intentional Loss or Damage** is replaced by the following:

**16. Intentional Loss or Damage**

**1.** Abuse, intentional acts, or use of the Covered Property in a manner inconsistent with the use for which it was designed, intended, or advised by the manufacturer or that would void the manufacturer's warranty.

**2.** However, if damage or loss is the result of intentional conduct by an insured who commits an act of domestic abuse, we will provide coverage to an innocent insured victim of domestic abuse to the extent of the innocent insured's interest in the Covered Property and within the limits of coverage where the damage was proximately related to and in furtherance of domestic abuse.

**3.** Any payment made for a loss under paragraph **2.** above will be limited to the innocent insured's interest in the Covered Property. We will not pay more than the Limit of Insurance.

**III.** Section **G. ADDITIONAL CONDITIONS**, paragraph **3. Cancellation and Nonrenewal** is replaced by the following:

**3. Cancellation and Nonrenewal**

**a. How You Cancel a Certificate**

You may cancel the coverage provided under this Certificate by notifying us or our Administrator prior to the date upon which cancellation is to be effective.

**b. How We Cancel a Certificate**

If we cancel this Certificate, we will mail or deliver written notice to you at least thirty (30) days before the effective date of cancellation unless we cancel for the following reasons:

**(1)** We may cancel this Certificate upon fifteen (15) days notice for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.

**(2)** We may cancel this Certificate immediately:

**i.** For nonpayment of premium;

**ii.** If you exhaust the Aggregate Limit, if any, under the terms of this Certificate and we send notice of cancellation to you within thirty (30) days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue, notwithstanding the Aggregate Limit until we send notice of cancellation to you; or

**iii.** If you cease to have an active service with your Service Provider.

**c. How Notice of Cancellation is Provided**

Notices made pursuant to Section G.3.b. will be in writing and will include the reason for cancellation and the effective date of cancellation. Coverage will end on the effective date of the cancellation identified on the notice.

Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States postal service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**d.** Notice need not be given if substantially similar replacement coverage takes effect without interruption and is provided by us. Coverage will continue to be in force for the period for which premium has already been paid to us.

**e. Return Premiums, If Any**

If this Certificate 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. How We Nonrenew a Certificate**

We may nonrenew a Certificate by mailing or delivering written notice of nonrenewal to you at least thirty (30) days before the effective date of nonrenewal. Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States postal service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**g. If Master Policy is Cancelled or Nonrenewed by the Master Policyholder**

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, the Master Policyholder will notify you at least thirty (30) days before the effective date of such cancellation or nonrenewal.

**IV.** Section **G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

**b.** We will provide you and the Master Policyholder with at least thirty (30) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice. If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States postal service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**V.** The following is added to Section **G. ADDITIONAL CONDITIONS**, paragraph **13. Transfer of Rights of Recovery Against Others To Us (Subrogation)**:

If we make a payment for a loss arising out of an act of domestic abuse, any rights of recovery you may have against the perpetrator of the domestic abuse are transferred to us to the extent of the payment made by us.

Technology Insurance Company, Inc.
An AmTrust Financial Company
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# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NEVADA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE for PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**I.** Section **G. ADDITIONAL CONDITIONS**, the first paragraph in paragraph **1. Arbitration Agreement** is replaced by the following:

Any disputes or controversies that arise out of or relate in any way to this Certificate, including any claims against third parties (including insurers), may be subject to binding arbitration if both parties affirmatively agree to the arbitration at the time the dispute arises, including disputes concerning the arbitrability of disputes, disputes related to the making, administration, or validity of this Certificate, disputes regarding any recovery of any claim, benefit or refund under this Certificate, and disputes arising out of or relating in any way to the sale or marketing of this Certificate. In the first instance, the parties to a dispute agree to attempt to resolve any dispute through informal negotiation. The disputing parties agree to contact each other about a dispute before initiating any legal action. If the parties are unable to resolve any dispute through informal negotiations, the parties agree to resolve any dispute by mediation conducted by the American Arbitration Association ("AAA"), with all mediator fees and expenses paid by us. If the parties are unable to resolve any dispute through mediation and the parties have affirmatively agreed to submit all disputes to arbitration, then the Commercial Arbitration Rules of the AAA in effect at the time the dispute arises will apply and all preliminary issues of arbitrability of any dispute will be decided by the arbitrator. The arbitration shall take place in your county of residence unless another location is mutually agreed upon by the parties. The laws of the state included in your mailing address in the Schedule (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Certificate and all transactions contemplated by this Certificate, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Certificate. The arbitration shall take place before a single arbitrator selected in accordance with the Commercial Arbitration Rules of the AAA. AAA rules and forms will be obtained and all claims shall be filed at www.adr.org or at any AAA office.

**II.** Section **G. ADDITIONAL CONDITIONS**, paragraph **3. Cancellation and Nonrenewal** is replaced by the following:

**3. Cancellation and Nonrenewal**

**a. How You Cancel a Certificate**

You may cancel the coverage provided under this Certificate by notifying us or our Administrator prior to the date upon which cancellation is to be effective.

**b. How We Cancel a Certificate**

If we cancel this Certificate, we will mail or deliver written notice to you at least thirty (30) days before the effective date of cancellation unless we cancel for the following reasons:

**(1)** We may cancel this Certificate upon fifteen (15) days notice for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.

**(2)** We may cancel this Certificate upon ten (10) days notice:

**i.** For nonpayment of premium;

**ii.** If you exhaust the Aggregate Limit, if any, under the terms of this Certificate; or

**iii.** If you cease to have an active service with your Service Provider.

**c. How Notice of Cancellation is Provided**

Notices made pursuant to Section G.3.b. will be in writing and will include the reason for cancellation and the effective date of cancellation. Coverage will end on the effective date of the cancellation identified on the notice.

Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service or other proof that the notice was sent. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**d.** Notice need not be given if substantially similar replacement coverage takes effect without interruption and is provided by us. Coverage will continue to be in force for the period for which premium has already been paid to us.

**e. Return Premiums, If Any**

If this Certificate 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. How We Nonrenew a Certificate**

We may nonrenew a Certificate by mailing or delivering written notice of nonrenewal to you at least thirty (30) days before the effective date of nonrenewal. Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service or other proof that the notice was sent. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**g. If Master Policy is Cancelled or Nonrenewed by the Master Policyholder**

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, the Master Policyholder will notify you at least thirty (30) days before the effective date of such cancellation or nonrenewal.

**III.** Section **G. ADDITIONAL CONDITIONS**, paragraph **6. Concealment, Misrepresentation or Fraud** is replaced by the following:

**6. Concealment, Misrepresentation or Fraud**

This Certificate is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by either you or your designee at any time, concerning:

**a.** This Certificate;

**b.** The Covered Property;

**c.** Your interest in the Covered Property; or

**d.** A claim under this Certificate.

Misrepresentations, omissions, concealment of facts and incorrect statements shall not prevent a recovery under this Certificate unless either:

**a.** Fraudulent;

**b.** Material either to the acceptance of the risk, or to the hazard assumed by us; or

**c.** We, in good faith, would either not have issued this Certificate or issued this **Certificate** at the same premium rate or in as large an amount or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to us as required either by the application for this Certificate or otherwise.

**IV.** Section **G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

**b.** We will provide the Master Policyholder with at least thirty (30) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice. If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service or other proof that the notice was sent. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

Technology Insurance Company, Inc.
An AmTrust Financial Company
59 Maiden Lane, 43rd Floor, New York, NY 10038

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

# NEW YORK AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE for PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**I.** Section **B. EXCLUSIONS**, paragraph **11. Covered Under Other Insurance** is deleted.

**II.** Section **B. EXCLUSIONS**, paragraph **16. Intentional Loss or Damage** is replaced by the following:

**16. Intentional Loss or Damage**

**a.** Abuse, intentional acts, or use of the Covered Property in a manner inconsistent with the use for which it was designed, intended, or advised by the manufacturer or that would void the manufacturer's warranty.

**b.** This exclusion will not apply to deny payment to an innocent insured who did not cooperate in or contribute to the creation of the loss.

**c.** Any payment made for a loss under paragraph **b.** above will be limited to the innocent insured's insurable interest in the Covered Property minus any payment first made to any other party with a legal secured interest in the property. We will not pay more than the Limit of Insurance.

**III.** Section **G. ADDITIONAL CONDITIONS**, the first paragraph in paragraph **1. Arbitration Agreement** is replaced by the following:

**1. Arbitration Agreement**

Any disputes or controversies that arise out of or relate in any way to this Certificate, including any claims against third parties (including insurers), may be subject to non-binding arbitration, including disputes concerning the arbitrability of disputes, disputes related to the making, administration, or validity of this Certificate, disputes regarding any recovery of any claim, benefit or refund under this Certificate, and disputes arising out of or relating in any way to the sale or marketing of this Certificate. In the first instance, the parties to a dispute agree to attempt to resolve any dispute through informal negotiation. The disputing parties agree to contact each other about a dispute before initiating any legal action. If the parties are unable to resolve any dispute through informal negotiations, the parties agree to resolve any dispute by mediation conducted by the American Arbitration Association ("AAA"), with all mediator fees and expenses paid by us. If the parties are unable to resolve any dispute through mediation, the parties may voluntarily agree to submit all disputes to arbitration under the Commercial Arbitration Rules of the AAA in effect at the time the dispute arises. If the parties have voluntarily agreed, then all preliminary issues of arbitrability of any dispute will be decided by the arbitrator. The arbitration shall take place in your county of residence unless another location is mutually agreed upon by the parties. The laws of the state included in your mailing address in the Schedule (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Certificate and all transactions contemplated by this Certificate, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Certificate. The arbitration shall take place before a single arbitrator selected in accordance with the Commercial Arbitration Rules of the AAA. AAA rules and forms will be obtained and all claims shall be filed at www.adr.org or at any AAA office.

**a.** The cost of the non-binding arbitration proceeding, including the filing fee, shall be borne by Us. Each party must bear the cost of its own attorneys, experts, witness fees, and other arbitration-related expenses.

**b.** It is understood and agreed that the arbitration shall be non-binding. The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages. The arbitrator may award a party only its actual damages and the arbitrator may award equitable relief including injunctive relief.

**c.** CLASS ACTION WAIVER: You agree not to participate as a representative or member of any class of claimants in any proceeding arising out of or relating to this Certificate in a judicial forum or in an arbitral forum (including any class action, representative action, consolidated action or private attorney general action). The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims.

**d.** All limitations periods that would otherwise be applicable shall apply to any arbitration proceedings.

If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions of this arbitration provision shall nevertheless remain valid and in force. If there is a conflict or inconsistency between this arbitration provision and the other provisions of this Certificate or any prior Certificate, this arbitration provision shall govern. This provision shall be governed by the Federal Arbitration Act.

**IV.** Section **G. ADDITIONAL CONDITIONS**, paragraph **3. Cancellation and Nonrenewal** is replaced by the following:

**3. Cancellation and Nonrenewal**

**a. How You Cancel a Certificate**

You may cancel the coverage provided under this Certificate by notifying us or our Administrator prior to the date upon which cancellation is to be effective.

**b. How We Cancel a Certificate**

If we cancel this Certificate, we will mail or deliver written notice to you at least sixty (60) days before the effective date of cancellation unless we cancel for the following reasons:

**(1)** We may cancel this Certificate upon fifteen (15) days notice for:

**(a)** Nonpayment of premium; or

**(b)** Discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.

**(2)** We may cancel this Certificate immediately:

**i.** If you exhaust the Aggregate Limit, if any, under the terms of this Certificate and we send notice of cancellation to you within fifteen (15) days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue, notwithstanding the Aggregate Limit until we send notice of cancellation to you; or

**ii.** If you cease to have an active service with your Service Provider.

**c. How Notice of Cancellation is Provided**

Notices made pursuant to Section G.3.b. will be in writing and will include the reason for cancellation and the effective date of cancellation. Coverage will end on the effective date of the cancellation identified on the notice.

Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be sufficient proof of notice. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**d.** Notice need not be given if substantially similar replacement coverage takes effect without interruption and is provided by us. Coverage will continue to be in force for the period for which premium has already been paid to us.

**e. Return Premiums, If Any**

If this Certificate 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. How We Nonrenew a Certificate**

We may nonrenew a Certificate by mailing or delivering written notice of nonrenewal to you at least sixty (60) days before the effective date of nonrenewal. Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be sufficient proof of notice. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**g. If Master Policy is Cancelled or Nonrenewed by the Master Policyholder**

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, the Master Policyholder will notify you at least thirty (30) days before the effective date of such cancellation or nonrenewal.

**V.** Section **G. ADDITIONAL CONDITIONS**, paragraph **6. Concealment, Misrepresentation or Fraud** is replaced by the following:

**6. Concealment, Misrepresentation or Fraud**

No coverage will be provided in any case of fraud, intentional concealment or misrepresentation of a material fact, by either you or your designee at any time, concerning:

**a.** This Certificate;

**b.** The Covered Property;

**c.** Your interest in the Covered Property; or

**d.** A claim under this Certificate.

No misrepresentation shall be deemed material unless knowledge by us of the facts misrepresented would have led to a refusal by us to issue this Certificate.

**VI.** Section **G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

**b.** We will provide the Master Policyholder with at least sixty (60) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice.

**VII.** The following is added to Section **G. ADDITIONAL CONDITIONS**:

**OTHER INSURANCE**

Coverage provided under this Certificate shall be excess over any valid and collectible insurance covering the same loss.

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

## OHIO AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE for PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**I.** Section **G. ADDITIONAL CONDITIONS**, paragraph **3. Cancellation and Nonrenewal** is replaced by the following:

**3. Cancellation and Nonrenewal**

**a. How You Cancel a Certificate**

You may cancel the coverage provided under this Certificate by notifying us or our Administrator prior to the date upon which cancellation is to be effective.

**b. How We Cancel a Certificate**

If we cancel this Certificate, we will mail or deliver written notice to you at least sixty (60) days before the effective date of cancellation unless we cancel for the following reasons:

**(1)** We may cancel this Certificate upon fifteen (15) days notice for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.

**(2)** We may cancel this Certificate immediately:

**i.** For nonpayment of premium;

**ii.** If you exhaust the Aggregate Limit, if any, under the terms of this Certificate and we send notice of cancellation to you within thirty (30) days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue, notwithstanding the Aggregate Limit until we send notice of cancellation to you; or

**iii.** If you cease to have an active service with your Wireless Service Provider.

**c. How Notice of Cancellation is Provided**

Notices made pursuant to Section G.3.b. will be in writing and will include the reason for cancellation and the effective date of cancellation. Coverage will end on the effective date of the cancellation identified on the notice.

Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States postal service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**d.** Notice need not be given if substantially similar replacement coverage takes effect without interruption and is provided by us. Coverage will continue to be in force for the period for which premium has already been paid to us.

**e. Return Premiums, If Any**

If this Certificate 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. How We Nonrenew a Certificate**

We may nonrenew a Certificate by mailing or delivering written notice of nonrenewal to you at least sixty (60) days before the effective date of nonrenewal. Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States postal service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**g. If Master Policy is Cancelled or Nonrenewed by the Master Policyholder**

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, the Master Policyholder will notify you at least thirty (30) days before the effective date of such cancellation or nonrenewal.

**II.** Section **G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

**b.** We will provide the Master Policyholder and you with at least sixty (60) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice. If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States postal service or other commercial mail delivery service. If notice is accomplished through electronic means, proof that the notice was sent shall be maintained by us.

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

## OKLAHOMA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE for PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**III. SECTION G. ADDITIONAL CONDITIONS**, paragraph 1**. Arbitration Agreement** is replaced by the following:

**1. Arbitration Agreement**

Any disputes or controversies that arise out of or relate in any way to this Certificate, including any claims against third parties (including insurers), may be subject to non-binding arbitration if both parties voluntarily agree to arbitration, including disputes concerning the arbitrability of disputes, disputes related to the making, administration, or validity of this Certificate, disputes regarding any recovery of any claim, benefit or refund under this Certificate, and disputes arising out of or relating in any way to the sale or marketing of this Certificate. In the first instance, the parties to a dispute agree to attempt to resolve any dispute through informal negotiation. The disputing parties agree to contact each other about a dispute before initiating any legal action. If the parties are unable to resolve any dispute through informal negotiations, the parties agree to resolve any dispute by mediation conducted by the American Arbitration Association ("AAA"), with all mediator fees and expenses paid by us. If the parties are unable to resolve any dispute through mediation, the parties may voluntarily agree to submit all disputes to arbitration under the Commercial Arbitration Rules of the AAA in effect at the time the dispute arises. If the parties have voluntarily agreed, then all preliminary issues of arbitrability of any dispute will be decided by the arbitrator. The arbitration shall take place in your county of residence unless another location is mutually agreed upon by the parties. The laws of the state included in your mailing address in the Schedule (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Certificate and all transactions contemplated by this Certificate, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Certificate. The arbitration shall take place before a single arbitrator selected in accordance with the Commercial Arbitration Rules of the AAA. AAA rules and forms will be obtained and all claims shall be filed at www.adr.org or at any AAA office.

1. The cost of the non-binding arbitration proceeding, including the filing fee, shall be borne by Us. Each party must bear the cost of its own attorneys, experts, witness fees, and other arbitration-related expenses.
2. It is understood and agreed that the arbitration shall be non-binding. The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages. The arbitrator may award a party only its actual damages and the arbitrator may award equitable relief including injunctive relief.
3. CLASS ACTION WAIVER: You agree not to participate as a representative or member of any class of claimants in any proceeding arising out of or relating to this Certificate in a judicial forum or in an arbitral forum (including any class action, representative action, consolidated action or private attorney general action). The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims.
4. All limitations periods that would otherwise be applicable shall apply to any arbitration proceedings.

   If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions of this arbitration provision shall nevertheless remain valid and in force. If there is a conflict or inconsistency between this arbitration provision and the other provisions of this Certificate or any prior Certificate, this arbitration provision shall govern. This provision shall be governed by the Federal Arbitration Act.

**II. SECTION G. ADDITIONAL CONDITIONS**, paragraph **3. Cancellation and Nonrenewal** is replaced by the following:

**3. Cancellation and Nonrenewal**

**a. How You Cancel a Certificate**

You may cancel the coverage provided under this Certificate by notifying us or our Administrator prior to the date upon which cancellation is to be effective.

**b. How We Cancel a Certificate**

If we cancel this Certificate, we will mail or deliver written notice to you at least thirty (30) days before the effective date of cancellation unless we cancel for the following reasons:

**(1)** We may cancel this Certificate upon fifteen (15) days notice for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.

**(2)** We may cancel this Certificate immediately:

**i.** For nonpayment of premium;

**ii.** If you exhaust the Aggregate Limit, if any, under the terms of this Certificate and we send notice of cancellation to you within thirty (30) days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue, notwithstanding the Aggregate Limit until we send notice of cancellation to you; or

**iii.** If you cease to have an active service with your Service Provider.

**c. How Notice of Cancellation is Provided**

Notices made pursuant to Section G.3.b. will be in writing and will include the reason for cancellation and the effective date of cancellation. Coverage will end on the effective date of the cancellation identified on the notice.

Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States postal service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**d.** Notice need not be given if substantially similar replacement coverage takes effect without interruption and is provided by us. Coverage will continue to be in force for the period for which premium has already been paid to us.

**e. Return Premiums, If Any**

If this Certificate 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. How We Nonrenew a Certificate**

We may nonrenew a Certificate by mailing or delivering written notice of nonrenewal to you at least thirty (30) days before the effective date of nonrenewal. Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States postal service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**g. If Master Policy is Cancelled or Nonrenewed by the Master Policyholder**

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, the Master Policyholder will notify you at least thirty (30) days before the effective date of such cancellation or nonrenewal.

**III. SECTION G. ADDITIONAL CONDITIONS**, paragraph **6. Concealment, Misrepresentation or Fraud** is replaced by the following:

**6. Concealment, Misrepresentation or Fraud**

No coverage will be provided in any case of fraud, intentional concealment or misrepresentation of a material fact, by either you or your designee at any time, concerning:

**a.** This Certificate;

**b.** The Covered Property;

**c.** Your interest in the Covered Property; or

**d.** A claim under this Certificate.

**IV. SECTION G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

**b.** We will provide the Master Policyholder and you with at least thirty (30) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice. If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States postal service or other commercial mail delivery service. If notice is accomplished through electronic means, proof that the notice was sent shall be maintained by us.

**V.** The following is added to **SECTION G. ADDITIONAL CONDITIONS**: **FRAUD WARNING**

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Technology Insurance Company, Inc.
An AmTrust Financial Company
59 Maiden Lane, 43rd Floor, New York, NY 10038

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

# OREGON AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE for PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**I.** Section **B. EXCLUSIONS**, paragraph **6. Dishonest or Criminal Acts** is replaced by the following:

**6. Dishonest or Criminal Acts**

Dishonest, fraudulent or criminal acts by you, 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.

As used in this exclusion, a “criminal act” means an act that has resulted in a conviction.

**II.** Section **G. ADDITIONAL CONDITIONS**, paragraph **1. Arbitration Agreement** is deleted.

**III.** Section **G. ADDITIONAL CONDITIONS**, paragraph **3. Cancellation and Nonrenewal** is replaced by the following:

**3. Cancellation and Nonrenewal**

**a. How You Cancel a Certificate**

You may cancel the coverage provided under this Certificate by notifying us or our Administrator prior to the date upon which cancellation is to be effective.

**b. How We Cancel a Certificate**

If we cancel this Certificate, we will mail or deliver written notice to you at least thirty (30) days before the effective date of cancellation unless we cancel for the following reasons:

**(1)** We may cancel this Certificate upon fifteen (15) days notice for:

**i.** Nonpayment of premium; or

**ii.** Discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder; or

**(2)** We may cancel this Certificate immediately:

**i.** If you exhaust the Aggregate Limit, if any, under the terms of this Certificate and we send notice of cancellation to you within thirty (30) days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue, notwithstanding the Aggregate Limit until we send notice of cancellation to you; or

**ii.** If you cease to have an active service with your Service Provider.

**c. How Notice of Cancellation is Provided**

Notices made pursuant to Section G.3.b. will be in writing and will include the reason for cancellation and the effective date of cancellation. Coverage will end on the effective date of the cancellation identified on the notice.

Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be sufficient proof of notice. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**d.** Notice need not be given if substantially similar replacement coverage takes effect without interruption and is provided by us. Coverage will continue to be in force for the period for which premium has already been paid to us.

**e. Return Premiums, If Any**

If this Certificate 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. How We Nonrenew a Certificate**

We may nonrenew a Certificate by mailing or delivering written notice of nonrenewal to you at least thirty (30) days before the effective date of nonrenewal. Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be sufficient proof of notice. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**g. If Master Policy is Cancelled or Nonrenewed by the Master Policyholder**

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, the Master Policyholder will notify you at least thirty (30) days before the effective date of such cancellation or nonrenewal.

**IV.** Section **G. ADDITIONAL CONDITIONS**, paragraph **6. Concealment, Misrepresentation or Fraud** is replaced by the following:

**6. Concealment, Misrepresentation or Fraud**

This Certificate is void if you or your designee at any time, willfully conceal or misrepresent any material fact or circumstance concerning:
**a.** This Certificate; **b.** The Covered Property; **c.** Your interest in the Covered Property; or**d.** A claim under this Certificate.

Statements made by you, in the absence of fraud, will be deemed representations and not warranties. We may not void this Certificate due to any such statement in the application for this Certificate unless a copy of the application is endorsed upon or attached to this Certificate when issued.

**V.** Section **G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

**b.** We will provide you and the Master Policyholder with at least thirty (30) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice. If notice is mailed, proof of mailing will be sufficient proof of notice. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**VI.** Section **G. ADDITIONAL CONDITIONS**, paragraph **5. Changes**, is replaced by the following:

**5. Changes**

The Master Policyholder, on its own behalf and on your behalf, is authorized to make changes to the terms of this Certificate with our written consent. This Certificate's terms can be amended or waived only by endorsement issued by us and made a part of this Certificate.

We, the Master Policyholder, the Service Provider, or the Administrator, will provide written notice of any material modification to the terms and conditions of this Certificate not less than thirty (30) days before the effective date of the modification.

If we modify the terms of this Certificate, we will provide the Master Policyholder with the revised policy or endorsement, and we will provide you with a revised certificate, endorsement, updated written materials, or a sufficient written summary of the material changes.

Notice or correspondence required under this section may be sent as an electronic record if you have consented to receive notices and correspondence in electronic form. If you have not consented, notice will be delivered by mail, and proof of mailing to your last known address will be sufficient proof of notice.

**VII.** Section **B. EXCLUSIONS**, paragraph **25. FIRE,** is added with the following:

**25. FIRE**

Loss or damage caused by or resulting from fire, including any ensuing smoke damage.

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

## PENNSYLVANIA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE FOR PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**IV.** Section **G. ADDITIONAL CONDITIONS**, paragraph **1. Arbitration Agreement** is replaced by the following:

**1. Arbitration Agreement**

Any disputes or controversies that arise out of or relate in any way to this Certificate, including any claims against third parties (including insurers), may be subject to non-binding arbitration if both parties voluntarily agree to arbitration, including disputes concerning the arbitrability of disputes, disputes related to the making, administration, or validity of this Certificate, disputes regarding any recovery of any claim, benefit or refund under this Certificate, and disputes arising out of or relating in any way to the sale or marketing of this Certificate. In the first instance, the parties to a dispute agree to attempt to resolve any dispute through informal negotiation. The disputing parties agree to contact each other about a dispute before initiating any legal action. If the parties are unable to resolve any dispute through informal negotiations, the parties agree to resolve any dispute by mediation conducted by the American Arbitration Association ("AAA"), with all mediator fees and expenses paid by us. If the parties are unable to resolve any dispute through mediation, the parties may voluntarily agree to submit all disputes to arbitration under the Commercial Arbitration Rules of the AAA in effect at the time the dispute arises. If the parties have voluntarily agreed, then all preliminary issues of arbitrability of any dispute will be decided by the arbitrator. The arbitration shall take place in your county of residence unless another location is mutually agreed upon by the parties. The laws of the state included in your mailing address in the Schedule (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Certificate and all transactions contemplated by this Certificate, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Certificate. The arbitration shall take place before a single arbitrator selected in accordance with the Commercial Arbitration Rules of the AAA. AAA rules and forms will be obtained and all claims shall be filed at www.adr.org or at any AAA office.

1. The cost of the non-binding arbitration proceeding, including the filing fee, shall be borne by Us. Each party must bear the cost of its own attorneys, experts, witness fees, and other arbitration-related expenses.
2. It is understood and agreed that the arbitration shall be non-binding. The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages. The arbitrator may award a party only its actual damages and the arbitrator may award equitable relief including injunctive relief.
3. CLASS ACTION WAIVER: You agree not to participate as a representative or member of any class of claimants in any proceeding arising out of or relating to this Certificate in a judicial forum or in an arbitral forum (including any class action, representative action, consolidated action or private attorney general action). The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims.
4. All limitations periods that would otherwise be applicable shall apply to any arbitration proceedings.

If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions of this arbitration provision shall nevertheless remain valid and in force. If there is a conflict or inconsistency between this arbitration provision and the other provisions of this Certificate or any prior Certificate, this arbitration provision shall govern. This provision shall be governed by the Federal Arbitration Act.

**II.** **SECTION G. ADDITIONAL CONDITIONS**, paragraph **3. Cancellation and Nonrenewal**, item **b.** is replaced by the following:

**3. Cancellation and Nonrenewal**

b. How We Cancel a Certificate

If we cancel this Certificate, we will mail or deliver written notice to you at least thirty (30) days before the effective date of cancellation unless we cancel for the following reasons:

**(1)** We may cancel this Certificate upon fifteen (15) days notice before the effective date of cancellation if we cancel for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim under the policy or,

**(2)** We may cancel this Certificate immediately:

**(a)** If you exhaust the Aggregate Limit, if any, under the terms of this Certificate and we send notice of cancellation to you within thirty (30) days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue, notwithstanding the Aggregate Limit until we send notice of cancellation to you; or

**(b)** If you cease to have an active service with your Service Provider.

**III.** **SECTION G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

**b.** We will provide the Master Policyholder with at least thirty (30) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice.

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59 Maiden Lane, 43rd Floor, New York, NY 10038

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

## RHODE ISLAND AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE FOR PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**I.** Section **G. ADDITIONAL CONDITIONS**, the first paragraph in paragraph **1. Arbitration Agreement** is replaced by the following:

Any disputes or controversies that arise out of or relate in any way to this Certificate, including any claims against third parties (including insurers), may be subject to binding arbitration if both parties affirmatively agree to the arbitration at the time the dispute arises, including disputes concerning the arbitrability of disputes, disputes related to the making, administration, or validity of this Certificate, disputes regarding any recovery of any claim, benefit or refund under this Certificate, and disputes arising out of or relating in any way to the sale or marketing of this Certificate. In the first instance, the parties to a dispute agree to attempt to resolve any dispute through informal negotiation. The disputing parties agree to contact each other about a dispute before initiating any legal action. If the parties are unable to resolve any dispute through informal negotiations, the parties agree to resolve any dispute by mediation conducted by the American Arbitration Association ("AAA"), with all mediator fees and expenses paid by us. If the parties are unable to resolve any dispute through mediation and the parties have affirmatively agreed to submit all disputes to arbitration, then the Commercial Arbitration Rules of the AAA in effect at the time the dispute arises will apply and all preliminary issues of arbitrability of any dispute will be decided by the arbitrator. The arbitration shall take place in your county of residence unless another location is mutually agreed upon by the parties. The laws of the state included in your mailing address in the Schedule (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Certificate and all transactions contemplated by this Certificate, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Certificate. The arbitration shall take place before a single arbitrator selected in accordance with the Commercial Arbitration Rules of the AAA. AAA rules and forms will be obtained and all claims shall be filed at www.adr.org or at any AAA office.

**II.** **SECTION G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

- **b.** We will provide the Master Policyholder with at least thirty (30) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice.

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

## SOUTH CAROLINA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE for PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**I.** Section **G. ADDITIONAL CONDITIONS**, paragraph **3. Cancellation and Nonrenewal** is replaced by the following:

**3. Cancellation and Nonrenewal**

**a. How You Cancel a Certificate**

You may cancel the coverage provided under this Certificate by notifying us or our Administrator prior to the date upon which cancellation is to be effective.

**b. How We Cancel a Certificate**

If we cancel this Certificate, we will mail or deliver written notice to you at least thirty (30) days before the effective date of cancellation unless we cancel for the following reasons:

**(1)** We may cancel this Certificate upon fifteen (15) days notice for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.

**(2)** We may cancel this Certificate immediately:

**i.** For nonpayment of premium; or

**ii.** If you cease to have an active service with your Service Provider.

**(3)** We may cancel this Certificate if you exhaust the Aggregate Limit, if any, under the terms of this Certificate. We will send notice of cancellation to you within thirty (30) days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue, notwithstanding the Aggregate Limit until we send notice of cancellation to you.

**c. How Notice of Cancellation is Provided**

Notices made pursuant to Section G.3.b. will be in writing and will include the reason for cancellation and the effective date of cancellation. Coverage will end on the effective date of the cancellation identified on the notice.

Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**d.** Notice need not be given if substantially similar replacement coverage takes effect without interruption and is provided by us. Coverage will continue to be in force for the period for which premium has already been paid to us.

**e. Return Premiums, If Any**

If this Certificate 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. How We Nonrenew a Certificate**

We may nonrenew a Certificate by mailing or delivering written notice of nonrenewal to you at least thirty (30) days before the effective date of nonrenewal. Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**g. If Master Policy is Cancelled or Nonrenewed by the Master Policyholder**

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, the Master Policyholder will notify you at least thirty (30) days before the effective date of such cancellation or nonrenewal.

**II.** Section **G. ADDITIONAL CONDITIONS**, paragraph **9. Legal Action Against Us**, item **c.** is replaced by the following:

**c.** The action is brought within three (3) years after you have knowledge of the loss or damage; and

**III.** Section **G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

**b.** We will provide you and the Master Policyholder with at least thirty (30) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice. If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

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

## SOUTH DAKOTA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE for PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**I.** Section **G. ADDITIONAL CONDITIONS**, paragraph **1. Arbitration Agreement** is replaced by the following:

**1. Arbitration Agreement**

Any disputes or controversies that arise out of or relate in any way to this Certificate, including any claims against third parties (including insurers), may be subject to non-binding arbitration if both parties voluntarily agree to arbitration, including disputes concerning the arbitrability of disputes, disputes related to the making, administration, or validity of this Certificate, disputes regarding any recovery of any claim, benefit or refund under this Certificate, and disputes arising out of or relating in any way to the sale or marketing of this Certificate. In the first instance, the parties to a dispute agree to attempt to resolve any dispute through informal negotiation. The disputing parties agree to contact each other about a dispute before initiating any legal action. If the parties are unable to resolve any dispute through informal negotiations, the parties agree to resolve any dispute by mediation conducted by the American Arbitration Association ("AAA"), with all mediator fees and expenses paid by us. If the parties are unable to resolve any dispute through mediation, the parties may voluntarily agree to submit all disputes to arbitration under the Commercial Arbitration Rules of the AAA in effect at the time the dispute arises. If the parties have voluntarily agreed, then all preliminary issues of arbitrability of any dispute will be decided by the arbitrator. The arbitration shall take place in your county of residence unless another location is mutually agreed upon by the parties. The laws of the state included in your mailing address in the Schedule (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Certificate and all transactions contemplated by this Certificate, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Certificate. The arbitration shall take place before a single arbitrator selected in accordance with the Commercial Arbitration Rules of the AAA. AAA rules and forms will be obtained and all claims shall be filed at www.adr.org or at any AAA office.

**a.** The cost of the non-binding arbitration proceeding, including the filing fee, shall be borne by Us. Each party must bear the cost of its own attorneys, experts, witness fees, and other arbitration-related expenses.

**b.** It is understood and agreed that the arbitration shall be non-binding. The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages. The arbitrator may award a party only its actual damages and the arbitrator may award equitable relief including injunctive relief.

**c.** All limitations periods that would otherwise be applicable shall apply to any arbitration proceedings.

If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions of this arbitration provision shall nevertheless remain valid and in force. If there is a conflict or inconsistency between this arbitration provision and the other provisions of this Certificate or any prior Certificate, this arbitration provision shall govern. This provision shall be governed by the Federal Arbitration Act.

**II.** Section **G. ADDITIONAL CONDITIONS**, paragraph **3. Cancellation and Nonrenewal** is replaced by the following:

**3. Cancellation and Nonrenewal**

**a. How You Cancel a Certificate**

You may cancel the coverage provided under this Certificate by notifying us or our Administrator prior to the date upon which cancellation is to be effective.

**b. How We Cancel a Certificate**

If we cancel this Certificate, we will mail or deliver written notice to you at least thirty (30) days before the effective date of cancellation unless we cancel for the following reasons:

**(1)** We may cancel this Certificate upon twenty (20) days notice for:

**i.** Nonpayment of premium; or

**ii.** Discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.

**(2)** We may cancel this Certificate immediately:

**i.** If you exhaust the Aggregate Limit, if any, under the terms of this Certificate and we send notice of cancellation to you within thirty (30) days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue, notwithstanding the Aggregate Limit until we send notice of cancellation to you; or

**ii.** If you cease to have an active service with your Service Provider.

**c. How Notice of Cancellation is Provided**

Notices made pursuant to Section G.3.b. will be in writing and will include the reason for cancellation and the effective date of cancellation. Coverage will end on the effective date of the cancellation identified on the notice.

Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**d.** Notice need not be given if substantially similar replacement coverage takes effect without interruption and is provided by us. Coverage will continue to be in force for the period for which premium has already been paid to us.

**e. Return Premiums, If Any**

If this Certificate 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. How We Nonrenew a Certificate**

We may nonrenew a Certificate by mailing or delivering written notice of nonrenewal to you at least thirty (30) days before the effective date of nonrenewal. Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**g. If Master Policy is Cancelled or Nonrenewed by the Master Policyholder**

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, the Master Policyholder will notify you at least thirty (30) days before the effective date of such cancellation or nonrenewal.

**III.** Section **G. ADDITIONAL CONDITIONS**, paragraph **6. Concealment, Misrepresentation or Fraud** is replaced by the following:

**6. Concealment, Misrepresentation or Fraud**

This Certificate is void in any case of fraud, intentional concealment or misrepresentation of a fact, by either you or your designee at any time, concerning:

**a.** This Certificate;

**b.** The Covered Property;

**c.** Your interest in the Covered Property; or

**d.** A claim under this Certificate;

and such concealment or misrepresentation is material either to the acceptance of the risk, or to the hazard assumed by us; or we in good faith would either not have issued this Certificate or would not have issued this Certificate in as large an amount, or at the same premium or rate, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to us as required either by the application for this Certificate or otherwise.

**IV.** Section **G. ADDITIONAL CONDITIONS**, paragraph **9. Legal Action Against Us**, is replaced by the following:

**9. Legal Action Against Us**

No one may bring a legal action against us unless:

**a.** Sixty (60) days has elapsed since you provided the proof of loss to us or the Administrator;

**b.** The action is brought within six (6) years after the cause of action accrues; and

**c**. The action is brought in compliance with Section G.1.

**V.** Section **G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

**b.** We will provide you and the Master Policyholder with at least twenty (20) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice. If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

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

## TENNESSEE AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE for PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**I.** Section **G. ADDITIONAL CONDITIONS**, paragraph **3. Cancellation and Nonrenewal** is replaced by the following:

**3. Cancellation and Nonrenewal**

**a. How You Cancel a Certificate**

You may cancel the coverage provided under this Certificate by notifying us or our Administrator prior to the date upon which cancellation is to be effective.

**b. How We Cancel a Certificate**

If we cancel this Certificate, we will mail or deliver written notice to you at least thirty (30) days before the effective date of cancellation unless we cancel for the following reasons:

**(1)** We may cancel this Certificate upon fifteen (15) days notice for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.

**(2)** We may cancel this Certificate immediately:

**i.** For nonpayment of premium;

**ii.** If you exhaust the Aggregate Limit, if any, under the terms of this Certificate and we send notice of cancellation to you within thirty (30) days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue, notwithstanding the Aggregate Limit until we send notice of cancellation to you; or

**iii.** If you cease to have an active service with your Service Provider.

**c. How Notice of Cancellation is Provided**

Notices made pursuant to Section G.3.b. will be in writing and will include the reason for cancellation and the effective date of cancellation. Coverage will end on the effective date of the cancellation identified on the notice.

Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**d.** Notice need not be given if substantially similar replacement coverage takes effect without interruption and is provided by us. Coverage will continue to be in force for the period for which premium has already been paid to us.

**e. Return Premiums, If Any**

If this Certificate 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. How We Nonrenew a Certificate**

We may nonrenew a Certificate by mailing or delivering written notice of nonrenewal to you at least thirty (30) days before the effective date of nonrenewal. Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**g. If Master Policy is Cancelled or Nonrenewed by the Master Policyholder**

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, the Master Policyholder will notify you at least thirty (30) days before the effective date of such cancellation or nonrenewal.

**II.** The following is added to Section **G. ADDITIONAL CONDITIONS**, paragraph **6. Concealment, Misrepresentation or Fraud**:

No written or oral misrepresentation or warranty made in the negotiations of this Certificate, or in the application for this Certificate, by you or on your behalf, shall be deemed material or defeat or void this Certificate, or prevent its attaching, unless the misrepresentation or warranty is made with actual intent to deceive, or unless the matter represented increases the risk of loss.

**III.** Section **G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

**b.** We will provide you and the Master Policyholder with at least thirty (30) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice. If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

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

## TEXAS AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE for PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**I.** Section **A. COVERAGE**, sub-section **6. Property Not Covered**, paragraph d. is replaced by the following:

d. Property that has been entrusted to others for any service, repair or replacement, other than an Authorized Service Center or its designee.

**II.** Section **B. EXCLUSIONS**, paragraph **6. Dishonest or Criminal Acts** is replaced by the following:

**6. Dishonest or Criminal Acts**

Dishonest, fraudulent or criminal acts by you, 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 provided that:
1. The insured intended loss or injury; or
2. The loss or injury was so likely to result that intent may be inferred as a matter of law.

**III.** Section **E. YOUR DUTIES IN EVENT OF LOSS TO COVERED PROPERTY**, paragraph **2. Notify Police** is replaced by the following:

**2. Notify Police**

If a claim involves a violation of law, 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 Administrator within thirty (30) days or as soon as practicable of request.

**IV.** The following is added to Section **E. YOUR DUTIES IN EVENT OF LOSS TO COVERED PROPERTY**, paragraph **3. Notify Administrator, Give Description**:

The Notification of Loss Period shown in the Schedule will never be less than ninety-one (91) days.

**V.** The following is added to Section **E. YOUR DUTIES IN EVENT OF LOSS TO COVERED PROPERTY**, paragraph **7. Statement Under Oath**:

A parent or guardian may be present during any examination of a minor.

**VI.** Section **E. YOUR DUTIES IN EVENT OF LOSS TO COVERED PROPERTY**, paragraph **8. Proof of Loss and Ownership** the last sentence is replaced by the following:

These records must be provided within thirty (30) days or as soon as practicable after our request for the documentation.

**VII.** The following are added to Section **G. ADDITIONAL CONDITIONS**, paragraph **2. Claim Authorization and Loss Payment**:

**Receipt of Notice of Claim**

Within fifteen (15) days after we receive written notice of a claim, we will:

**a.** Acknowledge receipt of the claim;

**b.** Commence any investigation of the claim; and

**c.** Request from you all items, statements, and forms that we reasonably believe, at that time, will be required from you.

**Notice of Acceptance or Rejection of Claim**

**a.** Except as provided by subsection **b.** or **d.** below, we shall notify you in writing of the acceptance or rejection of a claim not later than fifteen (15) business days after the date we receive all items, statements, and forms required by us to secure final proof of loss.

**b.** If we have a reasonable basis to believe that a loss resulted from arson, we shall notify you in writing of the acceptance or rejection of the claim not later than thirty (30) days after the date we receive all items, statements, and forms required by us.

**c.** If we reject the claim, the notice required by subsection **a.** or **b.** above will state the reasons for the rejection.

**d.** If we are unable to accept or reject the claim within the period specified by subsection **a.** or **b.** above, we, within that same period, shall notify you of the reasons that we need additional time. We shall accept or reject the claim not later than forty-five (45) days after the date we notify you.

**Payment of Claim**

**a.** Except as otherwise provided in **b.** below, if we notify you that we will pay a claim or part of a claim, we shall pay the claim not later than five (5) business days after the date notice is made.

**b.** If payment of the claim or part of the claim is conditioned on the performance of an act by you, we shall pay the claim not later than five (5) business days after the date the act is performed.

**VIII.** Section **G. ADDITIONAL CONDITIONS**, paragraph **3. Cancellation and Nonrenewal** is replaced by the following:

**1. Cancellation and Nonrenewal**

**a. How You Cancel a Certificate**

You may cancel the coverage provided under this Certificate by notifying us or our Administrator prior to the date upon which cancellation is to be effective.

**b. How We Cancel a Certificate**

If we cancel this Certificate, we will mail or deliver written notice to you at least thirty (30) days before the effective date of cancellation unless we cancel for the following reasons:

**(1)** We may cancel this Certificate upon fifteen (15) days notice for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.

**(2)** We may cancel this Certificate immediately:

**i.** For nonpayment of premium;

**ii.** If you exhaust the Aggregate Limit, if any, under the terms of this Certificate and we send notice of cancellation to you within thirty (30) days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue, notwithstanding the Aggregate Limit until we send notice of cancellation to you; or

**iii.** If you cease to have an active service with your Service Provider. However, we may not cancel solely because you are an elected official.

**c. How Notice of Cancellation is Provided**

Notices made pursuant to Section G.3.b. will be in writing and will include the reason for cancellation and the effective date of cancellation. Coverage will end on the effective date of the cancellation identified on the notice.

Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States postal service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**d.** Notice need not be given if substantially similar replacement coverage takes effect without interruption and is provided by us. Coverage will continue to be in force for the period for which premium has already been paid to us.

**e. Return Premiums, If Any**

If this Certificate 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. How We Nonrenew a Certificate**

We may nonrenew a Certificate by mailing or delivering written notice of nonrenewal to you at least thirty (30) days before the effective date of nonrenewal. However, we may not refuse to renew solely because you are an elected official.

Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States postal service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**g. If Master Policy is Cancelled or Nonrenewed by the Master Policyholder**

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, the Master Policyholder will notify you at least thirty (30) days before the effective date of such cancellation or nonrenewal.

**IX.** Section **G. ADDITIONAL CONDITIONS**, paragraph **4. Eligibility**, item a.(3) is replaced by the following and the last sentence is deleted.

**(3)** Not be in breach of any material term of the Certificate, including but not limited to Coverage Territory when coverage territory "a" is selected in the Schedule.

**X.** Section **G. ADDITIONAL CONDITIONS**, paragraph **5. Changes** is replaced by the following:

**E. CHANGES**

The Master Policyholder, on its own behalf and on your behalf, is authorized to make changes to the terms of this Certificate with our written consent. This Certificate's terms can be amended or waived only by endorsement issued by us and made a part of this Certificate.

We, the Master Policyholder, the Service Provider or the Administrator will provide notice of such changes no later than thirty (30) days before the date of change, if notice is required. Notice will be provided electronically or, to the extent required, will be mailed and proof of mailing will be sufficient proof of notice.

If we change the terms and conditions of the policy we will:

1. provide the Master Policyholder a revised policy or endorsement; and
2. provide each enrolled Certificate Holder:
    a. a revised certificate, endorsement, updated brochure, or other documentation indicating that a change in the terms and conditions has occurred;
    b. a summary of the material changes; and
    c. a disclosure, in font that is capitalized, boldfaced, italicized, or underlined or is larger than or set off from the remainder of the document, that enrollment in coverage is optional and that provided information on how to discontinue enrollment.

**XI.** Section **G. ADDITIONAL CONDITIONS**, paragraph **6. Concealment, Misrepresentation or Fraud** is replaced by the following:

**6. Concealment, Misrepresentation or Fraud**

This Certificate is void if it is shown at trial that there was a fraudulent act, intentional concealment or misrepresentation of a material fact, by either you or your designee at any time, concerning:

**a.** This Certificate;

**b.** The Covered Property;

**c.** Your interest in the Covered Property; or

**d.** A claim under this Certificate.

**XII.** Section **G. ADDITIONAL CONDITIONS**, paragraph **9. Legal Action Against Us**, item **c.** is replaced by the following:

**c.** The action is brought within 2 (two) years and one (1) day after the cause of action first accrues; and

**XIII.** Section **G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

**b.** We will provide you and the Master Policyholder with at least thirty (30) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice. If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States postal service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**XIV.** The following is added:

As used in this endorsement, "business day" means a day other than a Saturday, Sunday, or holiday recognized by the state of Texas.

Technology Insurance Company, Inc.
An AmTrust Financial Company
59 Maiden Lane, 43rd Floor, New York, NY 10038

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

# UTAH AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE for PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**I.** The following is added to the first page:

**ARBITRATION DISCLOSURE:** ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.

**II.** The following is added to Section **B. EXCLUSION**, item **12. Late Claims**:

However, failure to send any notice or proof of loss as required by this Certificate does not invalidate a claim, if it is shown that it was not reasonably possible to do so and that the notice or proof of loss was submitted as soon as reasonably possible.

**III.** Section **G. ADDITIONAL CONDITIONS**, the first paragraph in paragraph **1. Arbitration Agreement** is replaced by the following:

Any disputes or controversies that arise out of or relate in any way to this Certificate, including any claims against third parties (including insurers), are subject to binding arbitration, including disputes concerning the arbitrability of disputes, disputes related to the making, administration, or validity of this Certificate, disputes regarding any recovery of any claim, benefit or refund under this Certificate, and disputes arising out of or relating in any way to the sale or marketing of this Certificate. In the first instance, the parties to a dispute agree to attempt to resolve any dispute through informal negotiation. The disputing parties agree to contact each other about a dispute before initiating any legal action. If the parties are unable to resolve any dispute through informal negotiations, the parties agree to resolve any dispute by mediation conducted by the American Arbitration Association ("AAA"), with all mediator fees and expenses paid by us. If the parties are unable to resolve any dispute through mediation, the parties agree to submit all disputes to arbitration under the Commercial Arbitration Rules of the AAA in effect at the time the dispute arises. All preliminary issues of arbitrability of any dispute will be decided by the arbitrator. The arbitration shall take place no further from your residence than the nearest location of a State Court of General Jurisdiction unless another location is mutually agreed upon by the parties. The laws of the state included in your mailing address in the Schedule (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Certificate and all transactions contemplated by this Certificate, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Certificate. The arbitration shall take place before a single arbitrator selected in accordance with the Commercial Arbitration Rules of the AAA. AAA rules and forms will be obtained and all claims shall be filed at www.adr.org or at any AAA office.

**IV.** Section **G. ADDITIONAL CONDITIONS**, paragraph **3. Cancellation and Nonrenewal** is replaced by the following:

**3. Cancellation and Nonrenewal**

**a. How You Cancel a Certificate**

You may cancel the coverage provided under this Certificate by notifying us or our Administrator prior to the date upon which cancellation is to be effective.

**b. How We Cancel a Certificate**

If we cancel this Certificate, we will mail or deliver written notice to you at least thirty (30) days before the effective date of cancellation; however, we may cancel this Certificate immediately:

**(1)** For nonpayment of premium;

**(2)** If you exhaust the Aggregate Limit, if any, under the terms of this Certificate and we send notice of cancellation to you within thirty (30) days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue, notwithstanding the Aggregate Limit until we send notice of cancellation to you; or

**(3)** If you cease to have an active service with your Service Provider.

**c. How Notice of Cancellation is Provided**

Notices made pursuant to Section G.3.b. will be in writing and will include the reason for cancellation and the effective date of cancellation. Coverage will end on the effective date of the cancellation identified on the notice.

Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States postal service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**d.** Notice need not be given if substantially similar replacement coverage takes effect without interruption and is provided by us. Coverage will continue to be in force for the period for which premium has already been paid to us.

**e. Return Premiums, If Any**

If this Certificate 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. How We Nonrenew a Certificate**

We may nonrenew a Certificate by mailing or delivering written notice of nonrenewal to you at least thirty (30) days before the effective date of nonrenewal. Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States postal service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**g. If Master Policy is Cancelled or Nonrenewed by the Master Policyholder**

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, the Master Policyholder will notify you at least thirty (30) days before the effective date of such cancellation or nonrenewal.

**V.** Section **G. ADDITIONAL CONDITIONS**, paragraph **6. Concealment, Misrepresentation or Fraud** is replaced by the following:

**6. Concealment, Misrepresentation or Fraud**

This Certificate is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by either you or your designee at any time, concerning:

**a.** This Certificate;

**b.** The Covered Property;

**c.** Your interest in the Covered Property; or

**d.** A claim under this Certificate.

However,

**a.** No statement, representation, or warranty made by or on your behalf affects our obligations under this Certificate unless it is stated in this Certificate or in a written document signed by you, and a copy of it is supplied to you.

**b.** Except as provided in item e. below, no misrepresentation or breach of an affirmative warranty affects our obligations under this Certificate unless:

**(1)** We relied on it and it is either material or is made with intent to deceive; or

**(2)** The fact misrepresented or falsely warranted contributes to the loss.

**c.** No failure of a condition prior to the loss and no breach of a promissory warranty affects our obligations under this Certificate unless it exists at the time of the loss and either increases the risk at the time of the loss or contributes to the loss. This item c. does not apply to failure to tender payment of premium.

**d.** Nondisclosure of information not requested by us is not a defense to an action against us. Failure to correct within a reasonable time any representation that becomes incorrect because of changes in circumstances is misrepresentation, not nondisclosure.

**e.** If after issuance of a Certificate, we acquire knowledge of sufficient facts to constitute a general defense to all claims under this Certificate, the defense is only available if we notify you within sixty (60) days after acquiring the knowledge of our intention to defend against a claim if one should arise. We and you may mutually agree to an endorsement in order to continue this Certificate in force with exceptions or modifications. For purposes of this item e., we have acquired knowledge only if the information alleged to give rise to the knowledge was disclosed to us or our agent in connection with communications or investigations associated with this Certificate.

**f.** No trivial or transitory breach of or noncompliance with any of the above provisions is a basis for avoiding this Certificate.

**VI. SECTION G-ADDITIONAL CONDITIONS**, sub-paragraph **c.** of paragraph **9. Legal Action Against Us** is replaced by the following:

**c.** The action is brought within 3 years after you have knowledge of the loss or damage; and

**VII. SECTION G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

**b.** We will provide the Master Policyholder and you with at least thirty (30) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice. If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States postal service or other commercial mail delivery service. If notice is accomplished through electronic means, proof that the notice was sent shall be maintained by us.

Technology Insurance Company, Inc.
An AmTrust Financial Company
59 Maiden Lane, 43rd Floor, New York, NY 10038

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

## VIRGINIA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE for PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**I. SECTION E. YOUR DUTIES IN EVENT OF LOSS TO COVERED PROPERTY**, paragraph **9. Return of Damaged and/or Malfunctioning Covered Property** is replaced by the following:

**9. Return of Damaged and/or Malfunctioning Covered Property**

You are required to return the damaged Covered Property including, if coverage is provided under this Certificate, Covered Property that suffered mechanical and electrical breakdown, to our Authorized Service Center or other designated location. If the replacement equipment is sent to you, you will be provided a prepaid shipping label and envelope in which to return the damaged Covered Property.

Disposal of the damaged Covered Property other than by returning it to our Authorized Service Center, or other location designated by us, requires the prior written consent of us or our Administrator.

If the damaged Covered Property is not returned as directed within fifteen (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 Schedule, will be charged to you.

Any recovery of lost or stolen property will accrue entirely to our benefit. If we replace the Covered Property, the originals become our property.

**II. SECTION G. ADDITIONAL CONDITIONS**, paragraph **1. Arbitration Agreement** is replaced by the following:

**1. Arbitration Agreement**

Any disputes or controversies that arise out of or relate in any way to this Certificate, including any claims against third parties (including insurers), are subject to non-binding arbitration, including disputes concerning the arbitrability of disputes, disputes related to the making, administration, or validity of this Certificate, disputes regarding any recovery of any claim, benefit or refund under this Certificate, and disputes arising out of or relating in any way to the sale or marketing of this Certificate. In the first instance, the parties to a dispute agree to attempt to resolve any dispute through informal negotiation. The disputing parties agree to contact each other about a dispute before initiating any legal action. If the parties are unable to resolve any dispute through informal negotiations, the parties agree to resolve any dispute by mediation conducted by the American Arbitration Association ("AAA"), with all mediator fees and expenses paid by us. If the parties are unable to resolve any dispute through mediation, the parties agree to submit all disputes to arbitration under the Commercial Arbitration Rules of the AAA in effect at the time the dispute arises. All preliminary issues of arbitrability of any dispute will be decided by the arbitrator. The arbitration shall take place in your county of residence unless another location is mutually agreed upon by the parties. The laws of Virginia govern all matters arising out of or relating to this Certificate and all transactions contemplated by this Certificate, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Certificate. The arbitration shall take place before a single arbitrator selected in accordance with the Commercial Arbitration Rules of the AAA. AAA rules and forms will be obtained and all claims shall be filed at www.adr.org or at any AAA office.

**a.** The cost of the non-binding arbitration proceeding, including the filing fee, shall be borne by Us. Each party must bear the cost of its own attorneys, experts, witness fees, and other arbitration-related expenses.

**b.** It is understood and agreed that the arbitration shall be non-binding. The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages. The arbitrator may award a party only its actual damages and the arbitrator may award equitable relief including injunctive relief.

If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions of this arbitration provision shall nevertheless remain valid and in force. If there is a conflict or inconsistency between this arbitration provision and the other provisions of this Certificate or any prior Certificate, this arbitration provision shall govern.

**III.** The following is added to **SECTION G. ADDITIONAL CONDITIONS**, paragraph **6. Concealment, Misrepresentation or Fraud**:

However, a fact intentionally concealed or misrepresented in an application or an affidavit will only be deemed material if it can be clearly proven that it was material to the risk assumed and was untrue.

**IV.** **SECTION G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

**b.** We will provide the Master Policyholder with at least thirty (30) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice.

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

## VERMONT AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE for PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**I.** Section **G. ADDITIONAL CONDITIONS**, the first paragraph in paragraph **1. Arbitration Agreement** is replaced by the following:

Any disputes or controversies that arise out of or relate in any way to this Certificate, including any claims against third parties (including insurers), may be subject to binding arbitration if both parties voluntarily agree to binding arbitration, including disputes concerning the arbitrability of disputes, disputes related to the making, administration, or validity of this Certificate, disputes regarding any recovery of any claim, benefit or refund under this Certificate, and disputes arising out of or relating in any way to the sale or marketing of this Certificate. In the first instance, the parties to a dispute agree to attempt to resolve any dispute through informal negotiation. The disputing parties agree to contact each other about a dispute before initiating any legal action. If the parties are unable to resolve any dispute through informal negotiations, the parties agree to resolve any dispute by mediation conducted by the American Arbitration Association ("AAA"), with all mediator fees and expenses paid by us. If the parties are unable to resolve any dispute through mediation, the parties may voluntarily agree to submit all disputes to arbitration under the Commercial Arbitration Rules of the AAA in effect at the time the dispute arises. If the parties have voluntarily agreed, then all preliminary issues of arbitrability of any dispute will be decided by the arbitrator. The arbitration shall take place in your county of residence unless another location is mutually agreed upon by the parties. The laws of the state included in your mailing address in the Schedule (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Certificate and all transactions contemplated by this Certificate, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Certificate. The arbitration shall take place before a single arbitrator selected in accordance with the Commercial Arbitration Rules of the AAA. AAA rules and forms will be obtained and all claims shall be filed at www.adr.org or at any AAA office.

**II.** The following is added to Section **G. ADDITIONAL CONDITIONS**, paragraph **1. Claim Authorization and Loss Payment**:

Repair or replacement of the Covered Property will be made within ten (10) business days after an agreement with you has been reached; provided you have complied with all terms of this Certificate.

**III.** Section **G. ADDITIONAL CONDITIONS**, paragraph **3. Cancellation and Nonrenewal** is replaced by the following:

**3. Cancellation and Nonrenewal**

**a. How You Cancel a Certificate**

You may cancel the coverage provided under this Certificate by notifying us or our Administrator prior to the date upon which cancellation is to be effective.

**b. How We Cancel a Certificate**

If we cancel this Certificate, we will mail or deliver written notice to you at least thirty (30) days before the effective date of cancellation unless we cancel for the following reasons:

**(1)** We may cancel this Certificate upon fifteen (15) days notice for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.

**(2)** We may cancel this Certificate immediately:

- For nonpayment of premium;
- If you exhaust the Aggregate Limit, if any, under the terms of this Certificate and we send notice of cancellation to you within thirty (30) days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue, notwithstanding the Aggregate Limit until we send notice of

cancellation to you; or

- If you cease to have an active service with your Service Provider.

**c. How Notice of Cancellation is Provided**

Notices made pursuant to Section G.3.b. will be in writing and will include the reason for cancellation and the effective date of cancellation. Coverage will end on the effective date of the cancellation identified on the notice.

Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States postal service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**d.** Notice need not be given if substantially similar replacement coverage takes effect without interruption and is provided by us. Coverage will continue to be in force for the period for which premium has already been paid to us.

**e. Return Premiums, If Any**

If this Certificate 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. How We Nonrenew a Certificate**

We may nonrenew a Certificate by mailing or delivering written notice of nonrenewal to you at least thirty (30) days before the effective date of nonrenewal. Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States postal service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**g. If Master Policy is Cancelled or Nonrenewed by the Master Policyholder**

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, the Master Policyholder will notify you of such cancellation or nonrenewal.

**IV.** Section **G. ADDITIONAL CONDITIONS**, paragraph **6. Concealment, Misrepresentation or Fraud** is replaced by the following:

**6. Concealment, Misrepresentation or Fraud**

No coverage will be provided in any case of fraud, intentional concealment or misrepresentation of a material fact, by either you or your designee at any time, concerning:

**a.** This Certificate;

**b.** The Covered Property;

**c.** Your interest in the Covered Property; or

**d.** A claim under this Certificate.

**V.** Section **G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

**b.** We will provide the Master Policyholder with at least thirty (30) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice. If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States postal service or other commercial mail delivery service.

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

# WASHINGTON AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE for PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**I.** Section **B. EXCLUSIONS**, paragraph **3. War** is replaced by the following:

**3. War**

**a.** War, including undeclared or civil war;

**b.** Warlike action by a military force; or

**c.** Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

**II.** Section **B. EXCLUSIONS**, paragraph **16. Intentional Loss or Damage** is replaced by the following:

**16. Intentional Loss or Damage**

**a.** Abuse, intentional acts, or use of the Covered Property in a manner inconsistent with the use for which it was designed, intended, or advised by the manufacturer or that would void the manufacturer's warranty.

**b.** However, this exclusion will not apply to deny an otherwise covered property loss if such loss is caused by an act of domestic abuse by another insured under the same Certificate and the insured making the claim:

**(1)** Files a police report and cooperates with any law enforcement investigation relating to the act of domestic abuse; and

**(2)** Did not cooperate in or contribute to the creation of the property loss.

**c.** Any payment made for a loss under paragraph **b.** above will be limited to the insured's insurable interest in the Covered Property less payments made to any mortgagee or other party with a legal secured interest in the Covered Property. We will not pay more than the Limit of Insurance.

**III.** The following is added to section **E. YOUR DUTIES IN EVENT OF LOSS TO COVERED PROPERTY**:

If you fail to comply with the terms of this Certificate, we may deny coverage based on this failure if we are prejudiced by your actions or conduct.

**IV.** Section **G. ADDITIONAL CONDITIONS**, paragraph **1. Arbitration Agreement** is replaced by the following:

**1. Arbitration Agreement**

Any disputes or controversies that arise out of or relate in any way to this Certificate, including any claims against third parties (including insurers), are subject to non-binding arbitration, including disputes concerning the arbitrability of disputes, disputes related to the making, administration, or validity of this Certificate, disputes regarding any recovery of any claim, benefit or refund under this Certificate, and disputes arising out of or relating in any way to the sale or marketing of this Certificate. In the first instance, the parties to a dispute agree to attempt to resolve any dispute through informal negotiation. The disputing parties agree to contact each other about a dispute before initiating any legal action. If the parties are unable to resolve any dispute through informal negotiations, the parties agree to resolve any dispute by mediation conducted by the American Arbitration Association ("AAA"), with all mediator fees and expenses paid by us. If the parties are unable to resolve any dispute through informal negotiation, the parties agree to submit all disputes to arbitration under the Commercial Arbitration Rules of the AAA in effect at the time the dispute arises. All preliminary issues of arbitrability of any dispute will be decided by the arbitrator. The arbitration shall take place in your county of residence unless another location is mutually agreed upon by the parties. The laws of the state included in your mailing address in the Schedule (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Certificate and all transactions contemplated by this Certificate, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Certificate. The arbitration shall take place before a single arbitrator selected in accordance with the Commercial Arbitration Rules of the AAA. AAA rules and forms will be obtained and all claims shall be filed at www.adr.org or at any AAA office.

**a.** The cost of the non-binding arbitration proceeding, including the filing fee, shall be borne by Us. Each party must bear the cost of its own attorneys, experts, witness fees, and other arbitration-related expenses.

**b.** It is understood and agreed that the arbitration shall be non-binding. The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages. The arbitrator may award a party only its actual damages and the arbitrator may award equitable relief including injunctive relief.

**c.** CLASS ACTION WAIVER: You agree not to participate as a representative or member of any class of claimants in any proceeding arising out of or relating to this Certificate in a judicial forum or in an arbitral forum (including any class action, representative action, consolidated action or private attorney general action). The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims.

**d.** All limitations periods that would otherwise be applicable shall apply to any arbitration proceedings.

If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions of this arbitration provision shall nevertheless remain valid and in force. If there is a conflict or inconsistency between this arbitration provision and the other provisions of this Certificate or any prior Certificate, this arbitration provision shall govern. This provision shall be governed by the Federal Arbitration Act.

**V.** Section **G. ADDITIONAL CONDITIONS**, paragraph **3. Cancellation and Nonrenewal** is replaced by the following:

**3. Cancellation and Nonrenewal**

**a. How You Cancel a Certificate**

You may cancel the coverage provided under this Certificate by notifying us or our Administrator prior to the date upon which cancellation is to be effective.

**b. How We Cancel a Certificate**

If we cancel this Certificate, we will mail or deliver written notice to you at least thirty (30) days before the effective date of cancellation unless we cancel for the following reasons:

**(1)** We may cancel this Certificate upon ten (10) days notice for nonpayment of premium.

**(2)** We may cancel this Certificate upon fifteen (15) days notice for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.

**(3)** We may cancel this Certificate immediately:

**i.** If you exhaust the Aggregate Limit, if any, under the terms of this Certificate and we send notice of cancellation to you within thirty (30) days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue, notwithstanding the Aggregate Limit until we send notice of cancellation to you; or

**ii.** If you cease to have an active service with your Service Provider.

**c. How Notice of Cancellation is Provided**

Notices made pursuant to Section G.3.b. will be in writing and will include the reason for cancellation and the effective date of cancellation. Coverage will end on the effective date of the cancellation identified on the notice.

Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States postal service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**d.** Notice need not be given if substantially similar replacement coverage takes effect without interruption and is provided by us. Coverage will continue to be in force for the period for which premium has already been paid to us.

**e. Return Premiums, If Any**

If this Certificate 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. How We Nonrenew a Certificate**

We may nonrenew a Certificate by mailing or delivering written notice of nonrenewal to you, including the reason for cancellation, at least thirty (30) days before the effective date of nonrenewal. Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States postal service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**g. If Master Policy is Cancelled or Nonrenewed by the Master Policyholder**

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, we will notify you at least thirty (30) days before the effective date of such cancellation or nonrenewal. However, if the Master Policyholder is licensed as a specialty producer, then the Master Policyholder will provide such notice. The notice will include the effective date of cancellation or nonrenewal and the reason for such cancellation or nonrenewal.

**VI.** Section **G. ADDITIONAL CONDITIONS**, paragraph **5. Changes** is replaced by the following:

**5. Changes**

The Master Policyholder, on its own behalf and on your behalf, is authorized to make changes to the terms of this Certificate with our written consent. This Certificate's terms can be amended or waived only by endorsement issued by us and made a part of this Certificate.

We, the Master Policyholder, the Service Provider or the Administrator will provide notice of such changes if notice is required. Notice will be provided electronically or, to the extent required, will be mailed and proof of mailing will be sufficient proof of notice.

In addition, if we make a change to the Certificate’s terms and conditions, we will provide you with a revised Certificate or endorsement and a summary of the material changes.

**VII.** The following is added to Section **G. ADDITIONAL CONDITIONS**, paragraph **6. Concealment, Misrepresentation or Fraud:**

However, an oral or written misrepresentation may not void this Certificate unless made with the intent to deceive.

**VIII.** Section **G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

**b.** We will provide you and the Master Policyholder with at least thirty (30) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice. If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States postal service or other commercial mail delivery service. If notice is accomplished through electronic means, proof that the notice was sent shall be maintained by us.

We may not increase premiums or deductibles or otherwise restrict benefits more than once in any six (6) month period.

**IX.** Section **G. ADDITIONAL CONDITIONS**, paragraph **13. Transfer of Rights of Recovery Against Others To Us (Subrogation)** is replaced by the following:

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

If, after we have serviced or paid for the covered loss or damage, you have rights to recover damages from another party or person, then those rights are transferred to us up to the amount of our cost of repair or replacement. You must protect these rights and, at our request, help us to enforce them. We will be entitled to a recovery only after you have been fully compensated for your loss.

If we make a payment for a loss arising out of an act of domestic abuse, any rights of recovery you may have against the perpetrator of the domestic abuse are transferred to us to the extent of the payment made by us.

**X.** The following is added to Section **G. ADDITIONAL CONDITIONS**:

**CONCURRENT CAUSATION**

A loss may be caused by a chain of causes. If a covered cause of loss is the dominant cause of such a loss, we will not deny coverage on the basis that a secondary cause in that chain is not a covered cause of loss.

Technology Insurance Company, Inc.
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## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WISCONSIN AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE for PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**I.** Section **B. EXCLUSIONS**, paragraph **11. Covered Under Other Insurance** is deleted.

**II.** Section **B. EXCLUSIONS**, paragraph **12. Late Claims** is replaced by the following:

**12. Late Claims**

Claims not reported as required by Section E.3. of this Certificate. However, provided notice is furnished as soon as reasonably possible and within one (1) year after the time it was required by this Certificate, failure to furnish such notice within the time required by this Certificate does not invalidate or reduce a claim unless we are prejudiced thereby and it was reasonably possible to meet the time limit.

**III.** Section **B. EXCLUSIONS**, paragraph **16. Intentional Loss or Damage** is replaced by the following:

**16. Intentional Loss or Damage**

**a.** Abuse, intentional acts, or use of the Covered Property in a manner inconsistent with the use for which it was designed, intended, or advised by the manufacturer or that would void the manufacturer's warranty.

**b.** However, this exclusion will not apply to deny payment to an innocent insured who did not cooperate in or contribute to the creation of the loss if:

**(1)** The loss resulted from an act, or pattern, of abuse or domestic abuse; and

**(2)** The perpetrator of the loss is criminally prosecuted for the act causing the loss.

**c.** Any payment made for a loss under paragraph **b.** above will be limited to the innocent insured's insurable interest in the Covered Property minus any payment first made to any other party with a legal secured interest in the property. We will not pay more than the Limit of Insurance.

**IV.** Section **G. ADDITIONAL CONDITIONS**, paragraph **3. Cancellation and Nonrenewal** is replaced by the following:

**3. Cancellation and Nonrenewal**

**a. How You Cancel a Certificate**

You may cancel the coverage provided under this Certificate by notifying us or our Administrator prior to the date upon which cancellation is to be effective.

**b. How We Cancel a Certificate**

If we cancel this Certificate, we will mail or deliver written notice to you at least thirty (30) days before the effective date of cancellation unless we cancel for the following reasons:

**(1)** We may cancel this Certificate upon fifteen (15) days notice for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.

**(2)** We may cancel this Certificate immediately:

**i.** For nonpayment of premium;

**ii.** If you exhaust the Aggregate Limit, if any, under the terms of this Certificate and we send notice of cancellation to you within thirty (30) days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue, notwithstanding the Aggregate Limit until we send notice of cancellation to you; or

**iii.** If you cease to have an active service with your Service Provider.

**c. How Notice of Cancellation is Provided**

Notices made pursuant to Section G.3.b. will be in writing and will include the reason for cancellation and the effective date of cancellation. Coverage will end on the effective date of the cancellation identified on the notice.

Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the U.S. postal service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**d.** Notice need not be given if substantially similar replacement coverage takes effect without interruption and is provided by us. Coverage will continue to be in force for the period for which premium has already been paid to us.

**e. Return Premiums, If Any**

If this Certificate 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. How We Nonrenew a Certificate**

We may nonrenew a Certificate by mailing or delivering written notice of nonrenewal to you at least thirty (30) days before the effective date of nonrenewal. Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the U.S. postal service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**g. If Master Policy is Cancelled or Nonrenewed by the Master Policyholder**

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, the Master Policyholder will notify you at least thirty (30) days before the effective date of such cancellation or nonrenewal.

**V.** Section **G. ADDITIONAL CONDITIONS**, paragraph **6. Concealment, Misrepresentation or Fraud** is replaced by the following:

**6. Concealment, Misrepresentation or Fraud**

**1.** No misrepresentation and no breach of affirmative warranty made by you or on your behalf in the negotiation for or procurement of this Certificate constitutes grounds for rescission of, or affects our obligations unless, if a misrepresentation, the person knew or should have known that the representation was false, and unless:

**a.** We rely on the misrepresentation or affirmative warranty and the misrepresentation or affirmative warranty is either material or made with intent to deceive; or

**b.** The facts misrepresented or falsely warranted contribute to the loss.

**2.** No failure of a condition before a loss and no breach of a promissory warranty constitutes grounds for rescission of, or affects our obligations under this Certificate unless such failure or breach exists at the time of the loss and either:

**a.** Increases the risk at the time of the loss; or

**b.** Contributes to the loss.

**VI.** Section **G. ADDITIONAL CONDITIONS**, paragraph **9. Legal Action Against Us**, item **a.** is deleted.

**VII.** Section **G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

**b.** We will provide the Master Policyholder and you with at least thirty (30) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice. If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the U.S. postal service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**VIII.** The following is added to Section **G. ADDITIONAL CONDITIONS**, paragraph **13. Transfer of Rights of Recovery Against Others To Us (Subrogation)**:

If we make a payment for a loss described in Section **B. EXCLUSIONS**, paragraph **16.b.**, any rights of recovery you may have to recover are transferred to us to the extent of the payment made by us. You may not waive your rights to recover against the perpetrator following the loss.

Our right of recovery of amounts paid under this Certificate is secondary to your right to be fully compensated.

**IX.** The following is added to Section **G. ADDITIONAL CONDITIONS**: **OTHER INSURANCE**

Coverage provided under this Certificate shall be excess over any other insurance covering the same loss.

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

## WEST VIRGINIA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE for PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**V.** Section **G. ADDITIONAL CONDITIONS**, paragraph **1. Arbitration Agreement** is replaced by the following:

If we and you do not agree whether coverage is provided under this Certificate of insurance for a claim made by or against you, both parties may, by mutual consent, agree in writing to arbitration of the disagreement.

If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within 30 days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction.

Unless both parties agree otherwise, arbitration will take place in the county in which the address shown in the declarations is located. Local rules of law as to procedure and evidence will apply.

A decision agreed to by any two will be binding.

Payment of the arbitrator's fee shall be made by us if coverage is found to exist. If coverage is not found, each party will:

(a) Pay its chosen arbitrator; and
(b) Bear the other expenses of the third arbitrator equally.

**VI.** Section **G. ADDITIONAL CONDITIONS**, paragraph **3. Cancellation and Nonrenewal** is replaced by the following:

- **Cancellation and Nonrenewal**
- **How You Cancel a Certificate**

  You may cancel the coverage provided under this Certificate by notifying us or our Administrator prior to the date upon which cancellation is to be effective.

- **How We Cancel a Certificate**

  If we cancel this Certificate, we will mail or deliver written notice to you at least thirty (30) days before the effective date of cancellation unless we cancel for the following reasons:

  - We may cancel this Certificate upon fifteen (15) days notice for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.
  - We may cancel this Certificate immediately:
    - For nonpayment of premium;
    - If you exhaust the Aggregate Limit, if any, under the terms of this Certificate and we send notice of cancellation to you within thirty (30) days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue, notwithstanding the Aggregate Limit until we send notice of cancellation to you; or
    - If you cease to have an active service with your Service Provider.

- **How Notice of Cancellation is Provided**

  Notices made pursuant to Section G.3.b. will be in writing and will include the reason for cancellation and the effective date of cancellation. Coverage will end on the effective date of the cancellation identified on the notice.

  Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

- Notice need not be given if substantially similar replacement coverage takes effect without interruption and is provided by us. Coverage will continue to be in force for the period for which premium has already been paid to us.
- **Return Premiums, If Any**

  If this Certificate 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.
- **How We Nonrenew a Certificate**

  We may nonrenew a Certificate by mailing or delivering written notice of nonrenewal to you at least thirty (30) days before the effective date of nonrenewal. Notice may be mailed or delivered to your last mailing address or electronic address known to us.

  If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.
- **If Master Policy is Cancelled or Nonrenewed by the Master Policyholder**

  If the Master Policy is cancelled or nonrenewed by the Master Policyholder, the Master Policyholder will notify you at least thirty (30) days before the effective date of such cancellation or nonrenewal.

**VII.** Section **G. ADDITIONAL CONDITIONS**, paragraph **6. Concealment, Misrepresentation or Fraud** is replaced by the following:

**7. Concealment, Misrepresentation or Fraud**

This Certificate is void in any case of fraud, intentional concealment or misrepresentation of a fact, by either you or your designee at any time, concerning:

**a.** This Certificate;

**b.** The Covered Property;

**c.** Your interest in the Covered Property; or

**d.** A claim under this Certificate.

and such concealment or misrepresentation is material either to the acceptance of the risk, or to the hazard assumed by us; or we, in good faith, would either not have issued this Certificate, or would not have issued this Certificate in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to us as required either by the application for this Certificate or otherwise.

**VIII.** Section **G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

**b.** We will provide you and the Master Policyholder with at least thirty (30) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice. If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

Technology Insurance Company, Inc.
An AmTrust Financial Company
59 Maiden Lane, 43rd Floor, New York, NY 10038

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

## WYOMING AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE CERTIFICATE for PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY**

**I.** Section **F. OUR DUTIES IN EVENT OF LOSS**, paragraph **1. When We Repair or Replace** is replaced by the following:

If a claim is made, we or our Administrator will notify you of our Administrator's assessment of the claim within forty-five (45) days after we or our Administrator receive all the information requested from you.

Repair or replacement of Covered Property on approved claims will be done after you, or your designee, have complied with all the terms of this Certificate.

In the event of a claim, the Covered Property will not be upgraded.

**II.** Section **G. ADDITIONAL CONDITIONS**, paragraph **1. Arbitration Agreement** is replaced by the following:

Any disputes or controversies that arise out of or relate in any way to this Certificate, including any claims against third parties (including insurers), may be subject to arbitration if both parties voluntarily agree to arbitration, including disputes concerning the arbitrability of disputes, disputes related to the making, administration, or validity of this Certificate, disputes regarding any recovery of any claim, benefit or refund under this Certificate, and disputes arising out of or relating in any way to the sale or marketing of this Certificate. In the first instance, the parties to a dispute agree to attempt to resolve any dispute through informal negotiation. The disputing parties agree to contact each other about a dispute before initiating any legal action. If the parties are unable to resolve any dispute through informal negotiations, the parties agree to resolve any dispute by mediation conducted by the American Arbitration Association ("AAA"), with all mediator fees and expenses paid by us. If the parties are unable to resolve any dispute through mediation, the parties may voluntarily agree to submit all disputes to arbitration under the Commercial Arbitration Rules of the AAA in effect at the time the dispute arises. If the parties have voluntarily agreed, then all preliminary issues of arbitrability of any dispute will be decided by the arbitrator. The arbitration shall take place in your county of residence unless another location is mutually agreed upon by the parties. The laws of the state included in your mailing address in the Schedule (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Certificate and all transactions contemplated by this Certificate, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Certificate. The arbitration shall take place before a single arbitrator selected in accordance with the Commercial Arbitration Rules of the AAA. AAA rules and forms will be obtained and all claims shall be filed at www.adr.org or at any AAA office.

**a.** The cost of the arbitration proceeding, including the filing fee, shall be borne by Us. Each party must bear the cost of its own attorneys, experts, witness fees, and other arbitration-related expenses.

**b.** The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages. The arbitrator may award a party only its actual damages and the arbitrator may award equitable relief including injunctive relief.

**c.** CLASS ACTION WAIVER: You agree not to participate as a representative or member of any class of claimants in any proceeding arising out of or relating to this Certificate in a judicial forum or in an arbitral forum (including any class action, representative action, consolidated action or private attorney general action). The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims.

**d.** All limitations periods that would otherwise be applicable shall apply to any arbitration proceedings.

**e.** This arbitration provision does not prohibit an insured from seeking judicial review of an arbitration award.

If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions of this arbitration provision shall nevertheless remain valid and in force. If there is a conflict or inconsistency between this arbitration provision and the other provisions of this Certificate or any prior Certificate, this arbitration provision shall govern. This provision shall be governed by the Wyoming Uniform Arbitration Act and the Federal Arbitration Act.

**III.** Section **G. ADDITIONAL CONDITIONS**, paragraph **3. Cancellation and Nonrenewal** is replaced by the following:

**3. Cancellation and Nonrenewal**

**a. How You Cancel a Certificate**

You may cancel the coverage provided under this Certificate by notifying us or our Administrator prior to the date upon which cancellation is to be effective.

**b. How We Cancel a Certificate**

We may only cancel this Certificate by mailing or delivering written notice to you and the agent of record, if any, at least:

**(1)** Forty-five (45) days before the effective date of cancellation if we cancel for:

**i.** Failure to pay a premium when due; or

**ii.** Material misrepresentation of fact which if known to us would have caused us not to issue this Certificate; or

**iii.** Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing this Certificate; or

**iv.** Substantial breaches of contractual duties, conditions or warranties.

**(2)** Fifteen (15) days before the effective date of cancellation if we cancel for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder;

**(3)** Ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or

**c. How Notice of Cancellation is Provided**

Notices made pursuant to Section G.3.b. will be in writing and will include the reason for cancellation and the effective date of cancellation. Coverage will end on the effective date of the cancellation identified on the notice.

Notice may be mailed or delivered to you and the agent of record, if any, at the last mailing addresses or electronic addresses known to us.

If notice is mailed, notice shall be deemed given when deposited in the United States mail, postage prepaid. Proof of mailing will be sufficient proof of notice. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**d.** Notice need not be given if substantially similar replacement coverage takes effect without interruption and is provided by us. Coverage will continue to be in force for the period for which premium has already been paid to us.

**e. Return Premiums, If Any**

If this Certificate 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. How We Nonrenew a Certificate**

We may nonrenew a Certificate by mailing or delivering written notice of nonrenewal to you and the agent of record, if any, at least forty-five (45) days before the effective date of nonrenewal stating the reason for the nonrenewal. Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, notice shall be deemed given when deposited in the United States mail, postage prepaid.

Proof of mailing will be sufficient proof of notice. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**g. If Master Policy is Cancelled or Nonrenewed by the Master Policyholder**

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, the Master Policyholder will notify you of such cancellation or nonrenewal.

**IV.** Section **G. ADDITIONAL CONDITIONS**, paragraph **6. Concealment, Misrepresentation or Fraud** is replaced by the following:

**6. Concealment, Misrepresentation or Fraud**

This Certificate is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by either you or your designee at any time, concerning:

**a.** This Certificate;

**b.** The Covered Property;

**c.** Your interest in the Covered Property; or

**d.** A claim under this Certificate.

Misrepresentations, omissions, concealment of facts and incorrect statements do not prevent a recovery under this Certificate unless either:

**a.** Fraudulent; or

**b.** Material either to the acceptance of the risk, or to the hazard we assume; or

**c.** We in good faith, if we knew the true facts as required by the application for this Certificate or otherwise, would not have:

**(1)** Issued this Certificate;

**(2)** Issued this Certificate at the same premium rate;

**(3)** Issued this Certificate in as large an amount; or

**(4)** Provided coverage with respect to the hazard resulting in the loss.

**V.** Section **G. ADDITIONAL CONDITIONS**, paragraph **9. Legal Action Against Us**, item **c.** is replaced by the following:

**c.** The action is brought within four (4) years after the cause of action accrues; and

**VI.** Section **G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

**b.** We will provide the Master Policyholder and you with at least thirty (30) days if midterm or at least forty-five (45) days if at renewal prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice. If notice is mailed, notice shall be deemed given when deposited in the United States mail, postage prepaid. Proof of mailing will be sufficient proof of notice.

**VII.** The following is added to Section **G. ADDITIONAL CONDITIONS**, paragraph **13. Transfer of Rights of Recovery Against Others To Us (Subrogation)**:

Any recoveries shall first be applied to the repayment of the Deductible before any part of the recovery is applied to any other use.

# Samsung Care+

We, the Administrator or the Seller from whom You purchased the Covered Product and this Plan, may make available additional products and services at a discount from time to time, for Your consideration.

Samsung Care+

THESE SERVICE CONTRACT TERMS AND CONDITIONS (THE "PLAN") ARE A LEGAL CONTRACT BETWEEN YOU, US, AND THE ADMINISTRATOR (AS DEFINED BELOW). THIS PLAN REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US OR THE ADMINISTRATOR THROUGH BINDING AND INDIVIDUAL ARBITRATION OR THROUGH SMALL CLAIMS COURT AND LIMITS OUR LIABILITY TO YOU. PLEASE READ THIS PLAN CAREFULLY AND COMPLETELY. IF YOU DO NOT AGREE WITH ANY OF ITS PROVISIONS, YOU MAY CANCEL THIS PLAN ACCORDING TO THE CANCELLATION PROVISIONS BELOW. For more information on how to file a claim, please refer to the "How To Make a Claim" provision below.

OBLIGOR: The company obligated under this Plan in the District of Columbia and all states, except Florida, is Northcoast Warranty Services, Inc., who can be contacted at 800 Superior Ave E., 21st Floor, Cleveland, OH 44114, 866-927-3097. In Florida, the company obligated under this Plan is Technology Insurance Company, Inc., 800 Superior Ave. E., 21st Floor, Cleveland, OH 44114 (License No. 03605), 866-505-4048.

AGREEMENT: You agree to all the provisions of this Plan when You order and/or pay for it. You understand that if the Administrator attempts to process the Monthly Payment from the payment account You provided and Your Monthly Payment is declined, this Plan and coverage will be terminated at the end of the current term. We may change the monthly charge for the Plan, the Administration of the Plan, or these terms and conditions from time to time upon at least thirty (30) days written notice to you. Such notice may be provided by any reasonable method, at Our discretion. By providing Your electronic address (email address) to Us and/or Samsung, You are authorizing Us to communicate with You electronically. Your continued use of the Plan and charges of Your Monthly Payment, after such notice, constitutes Your acceptance of the changes.

DEFINITIONS: Throughout this Plan, the following words have the following meanings:

1. "We," "Us" and "Our" mean the company obligated under this Plan, as referenced in the Obligor section;
2. "Administrator" means the party authorized by Us to administer the benefits to You in accordance with the terms and conditions of this Plan: Servify US, Inc.; 5608 17th Ave. NW, Seattle, WA 98107; 833-690-0918. Within the states of In CA, NY, TX, & WI: the Administrator is Servify (US), Inc., 5608 17th Ave. NW, Seattle, WA 98107; 833-690-0918;
3. "Seller" means Samsung Electronics America, Inc. ("Samsung"), the Seller of the product and this Plan;
4. "Covered Product", "Covered Device" means the authorized Samsung consumer item, including a Covered Device that You purchased and is covered by this Plan on Your account with Samsung Electronics America, Inc. on the date the Breakdown occurs; and any Certified Device, for which We have on file with the Electronic Serial Number (ESN), Mobile Equipment Identification Number (MEID), or International Mobile Equipment Identity (IMEI) for CDMA devices and SIM card;
5. "You" and "Your" mean the individual who purchased the Covered Product and purchased this Plan;
6. "Breakdown" means the mechanical or electrical failure of the Covered Product, including the products battery, caused by: (i) defects in materials and/or workmanship; (ii) power surge; (iii) dust, heat or humidity; (iv) normal wear and tear; or (v) unintentional and accidental damage from handling (ADH) as a result of normal use);
7. "Replacement Product" means a NEW, OR REMANUFACTURED AND/OR REFURBISHED SAMSUNG PRODUCT OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL COVERED PRODUCT. Technological advances may result in a Replacement Product with a lower selling price than the original Covered Product;
8. "Samsung" means the original equipment manufacturer of Your Covered Product;
9. "Date Of Enrollment" means the date of Plan purchase or the date Your product was shipped to You, whichever occurs later;
10. "Certified Device" means the pre-owned Samsung product(s) which have undertaken the device quality certification prior to enrollment described under the "DEVICE QUALITY CERTIFICATION" section;
11. "Waiting Period" means the period of time commencing from the date of enrollment and ending thirty (30) days thereafter, during which time Your Covered Product is not eligible for any claims resulting from Breakdown

including any and all damage due to ADH. We will waive the Waiting Period for products registered with the Administrator as a Certified Device;

12. "Promotional Period" means any period of time during which We may agree to cover some of Your costs of this Plan on Your behalf in connection with a limited time promotion We may offer to You with Your purchase of an eligible Covered Product. Payment or discounts We provide to You toward Your purchase of this Plan during a promotional period will be stated on Your sales receipt or order confirmation email for the Covered Product;

13. "Monthly Payment" means the monthly fee listed on Your sales receipt plus any applicable sales tax required for each month of coverage under Your Plan;

14. "Term" means each calendar month of coverage under this Plan for which a Monthly Payment amount has been paid by You and received by Administrator. The first Term begins on the Date of Enrollment and will be automatically renewed every calendar month until You cancel the Plan subscription, the Covered Product or Covered Device becomes ineligible for coverage under this Plan, or this Plan is terminated pursuant to the provisions of this Plan.

15. "Plan" means the specific "Coverage Plan" under this Service Contract that You have selected and is shown on Your Plan Confirmation.

INSTRUCTIONS: This Plan, including the terms, conditions, limitations and exclusions, and Your sales receipt and/or order confirmation email for the Covered Product and this Plan, constitute the entire agreement between You and Us. Please keep this Plan and Your sales receipt or order confirmation email for future reference; You may need them to obtain service throughout the claims process. You must follow Samsung manufacturer's instructions for proper use, care and maintenance of the Covered Product. Failure to follow Samsung's maintenance and service guidelines may result in the denial of coverage under this Plan. We strongly recommend (but do not require as a condition of this Plan) the regular back up of data and software. If applicable, it is important that You backup all data files on Your Covered Product prior to obtaining service; repairs to Your Covered Product may result in the deletion of such data files.

WHAT IS COVERED: This Plan covers replacement or the parts and labor costs to repair Your Covered Product, in the event it experiences a Breakdown that is not covered under any insurance policy, warranty or other service contract. If We determine that We cannot service Your Covered Product as specified in this Plan, We may, at Our discretion: (i) replace it with a Replacement Product (new or refurbished); (ii) reimburse You for authorized repairs , or the authorized replacement of the Covered Product; or (iii) at Our discretion, issue You a gift card or check, for the original purchase price You paid for the Covered Product, excluding sales tax or any other associated cost or indirect costs of replacement, as indicated on Your sales receipt or order confirmation email. Non original parts may be used for repair of the Covered Product. If Breakdown occurs in the standard battery, in conjunction with the Breakdown of the Covered Product. We will also offer unlimited repair, or, at Our sole option and discretion, replace standard battery, should an authorized diagnostic test performed by an authorized facility confirm the battery charging capabilities are seventy-nine percent (79%) or less. THERE IS NO ASSURANCE, REPRESENTATION, OR GUARANTEE THAT ANY REPLACEMENT PRODUCT WILL BE IDENTICAL OR OFFER THE SAME FUNCTIONALITIES AS THE ITEM BEING REPLACED. Replacement Products will be NEW OR REMANUFACTURED, in Our sole discretion. Any device provided as the Replacement Product immediately becomes the Covered Product and is subject to the limitations as more fully explained under the Claim Limit section. You hereby assign to Us all rights and benefits of Samsung's warranty or other ancillary coverage relating to any Covered Product that We replace. NOTE: You are responsible for backing up all software and personal data prior to commencement of any repairs. We are not responsible for any lost data, including but not limited to: documents, databases, messages, licenses, contacts, passwords, books/magazines, games, photos, videos, ringtones, music or other nonstandard software or data on Your Covered Product. Coverage under this Plan also includes access to technical assistance and support for Your Covered Product(s) through 24/7 Expert Support during the term of this Plan. 24/7 Expert Support terms of service can be accessed at https://us.servify.tech/termsandconditions/samsung/samsung-b2c. Go to samsung.servify.tech/Us or call 833-690-0918.

COVERAGE BENEFITS BEGINNING ON THE DATE OF ENROLLMENT (FOR PRE-OWNED AND/OR REMANUFACTURED DEVICES, SUBJECT TO THE WAITING PERIOD UNLESS REGISTERED WITH THE ADMINISTRATOR THROUGH THE DEVICE QUALITY CERTIFICATION):

1. Power surge protection.

2. Access to technical assistance and support for Your Covered Product(s) through 24/7 Expert Support during the term of this Plan. 24/7 Expert Support terms of service can be accessed at https://us.servify.tech/termsandconditions/samsung/samsung-b2c. Go to samsung.servify.tech/Us or call 833-690-0918.

3. Breakdowns caused by ADH.

4. Unlimited battery testing and repairs for qualified batteries that have seventy-nine percent (79%) or less charging capacity.

5. Shipping to Samsung for repair or replacement.

TERM OF COVERAGE: Coverage begins on the date You make Your first monthly payment for Your Plan and continues month to month until You or Us cancel this Plan. This Plan is inclusive of Samsung's warranty; it does not replace Samsung's warranty but provides You with benefits that supplement Samsung's warranty. Samsung has authorized Us to assist You in connection with claims filed under the terms of Your product warranty. In the event You file a product warranty claim in which Your Covered Product has sustained accidental damage from handling as a result of normal use, and ADH coverage is applicable to Your plan, We will transition Your claim from an in-warranty claim to a request for service under the terms of this Plan, and We will make arrangements for repair/replacement services as an ADH claim. In the event that claim and coverage type is changed after Samsung's warranty expires, the Plan provides certain additional benefits listed within the Plan's terms and conditions. Except for the coverage benefits outlined above, which begin on Your date of enrollment, all other Plan coverage becomes effective immediately following the expiration of Samsung's warranty. Plan coverage remains in effect throughout the duration of Your Term, unless cancelled pursuant to the provisions outlined below. In the event Your Covered Product is being serviced by an authorized service center when this Plan expires, the term of this Plan will be extended until the covered repair has been completed.

HOW TO MAKE A CLAIM: If Your Covered Product or Covered Device experiences a Breakdown, You may go online to Samsung.servify.tech/Us twenty-four (24) hours a day, seven (7) days a week, or You may call Servify's customer service twenty-four (24) hours a day, seven (7) days a week at 833-690-0918 to speak to an agent. All claims must be authorized in advance. Unauthorized repairs or replacements may not be covered. Depot, carry-in, or remote and/or traveling technician service may be available; the customer service agent will inform You of the type of service Your Covered Product qualifies for during the claim filing process. We will pay for the associated cost of shipping Your Covered Product to and from the authorized service center if depot service is required. We may require You to fill out a claim facilitation form or claim affidavit prior to receiving service or a replacement or reimbursement under this Plan. You may also be required to produce an active State or Federal issued photo I.D., other than a student or professional license or I.D., as a condition to receiving service or replacement or reimbursement under this Plan. You may also be required to provide photographs or video confirming damages, or other documentation to support Your claimed damages and ownership of the Covered Device. You must file Your claim within thirty (30) calendar days of a Breakdown. If You fail to file Your claim within thirty (30) calendar days, We may deny You coverage.

CHARGES FOR THIS PLAN: The cost of this Plan will be billed to You monthly until this Plan is non-renewed or cancelled as described below, in which case billing will cease. Each month during the Term of this Plan, You will be charged the Monthly Payment amount on the credit or debit card provided at the time of purchase. The monthly cost of this Plan, as applicable to You, is indicated on Your sales receipt and/or Your Plan confirmation email. Applicable sales taxes, and regulatory surcharges and assessments, if any, may be added to Your monthly charges and are not included in the premium cost listed. Nonpayment by You will result in cancellation of the Plan as set forth below. It is Your responsibility to maintain a valid credit card or bank account information with the Seller to process payments, failure to do so may cause Your Plan to be cancelled. If We do not receive full payment of the monthly charge, a late payment fee according to the laws of the state of residence may be incurred. Applicable service fees, non-return charges, non-covered claim charges, shipping and restocking charges, taxes, and regulatory surcharges and assessments, if any, may be added to Your bill or, at Our discretion, collected from You prior to providing a Replacement Product or before any other subsequent claims are honored.

NO LEMON POLICY: After three (3) service repairs have been completed on any single Covered Product under this Plan, and that Covered Product requires a fourth (4th) repair, as determined by Us, We will provide You with a Replacement Product, not to exceed the purchase price You paid for the Covered Product excluding sales tax, as indicated on Your sales receipt or order confirmation email, or, at Our discretion, provide You with a gift card or check for the cost of a Replacement Product not to exceed the purchase price You paid for the Covered Product, excluding sales tax, as indicated on Your sales receipt or order confirmation email. Preventative maintenance checks, cleanings, Covered Product diagnosis and customer education are not considered repairs for the purposes of the No Lemon Policy. NOTE: The No Lemon Policy does not apply to: (i) repairs performed while the Covered Product is under Samsung's warranty; or (ii) Breakdowns caused by ADH.

CLAIM LIMIT: Beginning on the date You enrolled, this Plan will cover an unlimited number of Breakdowns during the term of this Plan, including an unlimited number of covered ADH service requests. For any single claim, the maximum amount We will spend, at Our discretion, to replace or repair the Covered Product is two thousand five hundred dollars ($2,500) or the MSRP value of Your Covered Product, whichever is less.

SERVICE FEE: A non-refundable service fee, plus any applicable taxes, is due for each repair or replacement of the Covered Product provided under this Plan, as set forth in the schedule below. You agree to pay the non-refundable service fee, plus applicable sales taxes, to Us prior to the repair or replacement of the mobile phone. The non-refundable service fee must be paid and received in advance of the service being provided for the Covered Product and may be paid through a valid credit card or branded debit card. Should damages be found to Your Covered Device that are more applicable to a different coverage type, We, at Our discretion, reserve the right to change the claim and coverage type, and charge You the applicable service fee as shown in the schedule below. Should this claim type be changed, You will be notified of the change and the applicable service fee change. The following service fee(s) apply:

| Covered Product: | ADH Screen and Back Glass Repair: | ADH Replacement and Other Repair Service Fee: | All Other Breakdown: |
|---|---|---|---|
| Tier 1 | $29.00 | $99.00 | $0.00 |
| Tier 2 | $29.00 | $99.00 | $0.00 |
| Tier 3 | $29.00 | $99.00 | $0.00 |
| Tier 4 | $29.00 | $99.00 | $0.00 |

RETURN OF ORIGINAL DEVICE AND NON-RETURN FEE: Covered Products approved for replacement must be returned to Us, at Our expense, in the return mailer that was shipped to You within ten (10) calendar days of delivery of the replacement Covered Product to You. You must return the original (replaced) Covered Product as directed by Us and in accordance with the instructions included in the return mailer, including but not limited to unlocking the device, or You will be charged Covered Product a non-return fee of up to manufacturer's suggested retail price or two thousand five hundred dollars ($2,500), whichever is less. YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE ORIGINAL (REPLACED) PRODUCT AS DIRECTED.

In the event You fail to return the original (replaced) Covered Product, or payment of the Covered Product non-return fee is unable to be processed, We may, at Our discretion, remotely disable certain features or functionalities on Your new replacement Covered Product until the original Covered Product is returned to the Administrator or payment of the non-return fee has been processed, at which point the disabled features or functionalities of Your replacement Covered Product will be restored to their original settings.

<u>CHARGE FOR NON-COVERED CLAIMS</u>: If We ship You a replacement Covered Product, We will notify You in writing within thirty (30) calendar days of the return of the original replaced Covered Product if We determine the returned Covered Product did not suffer a loss covered by the Plan. In this event, You will be charged a non-covered claim fee up to the MSRP value of the device or two thousand five hundred dollars ($2,500), whichever is more, unless You return the replacement Covered Product to the Administrator, in good working order, at Your cost of shipping within fifteen (15) business days of Our notification. If You return the replacement Covered Product as required by this Plan, We will return Your original Covered Product to You.

In the event You fail to return the replacement Covered Product, or payment of the non-covered claim fee is unable to be processed, We may remotely disable certain features or functionalities on Your new replacement Covered Product. We will return Your original Covered Product to You once We receive delivery of the replacement Covered Product from You or the non-covered claim fee is paid.

<u>DEVICE QUALITY CERTIFICATION</u>: In order for Your product to be qualified as a Certified Device, You must take the following action to certify that Your product is operational and free of physical and mechanical defects:

You will receive notification with instructions about the Device Quality Certification and how to register Your device. The Device Quality Certification process will require You to provide video evidence of the product You are attempting to enroll, which may require a secondary device.

For devices which have undertaken the above-referenced certification process, We will waive any Waiting Periods applicable to Your Plan as of the date Your product was successfully registered with the Administer as a Certified Device. Covered Products that are not registered with the Administrator as a Certified Device are eligible for Breakdown claim upon the expiration of the Waiting Period.

If You fail to certify Your device in accordance with the Administrator's instructions, or Your device does not meet certifications standards within either sixty (60) days of device purchase or ten (10) days of Plan purchase, whichever is soonest, We reserve the right to cancel Your enrollment in this Plan and provide a full refund of Your Plan payment. No coverage for claims is provided until the registration of Your Covered Product as Certified Device has been completed.

<u>TRANSFERABILITY</u>

You may transfer your fixed-term Plan to a subsequent owner of the Device when Your Plan is valid at the time of such transfer. This Plan may be transferred one-time only and You must contact Us and provide: (i) original proof of purchase; and (ii) new owner's name, address, telephone number and email address. Only the Device for which this Plan was purchased as indicated on the Confirmation Letter is eligible for protection under the Plan. No rights and duties under the Plan may be transferred without Our written consent. You cannot transfer the Plan to another Device. This does not apply to monthly Plan subscribers.

<u>MANUFACTURER'S RESPONSIBILITIES</u>: Parts and services covered during the manufacturer's warranty period are Samsung's responsibilities, and Administrator will assist in facilitating any warranty claims on Your behalf with Samsung during the term of this Plan.

<u>WHAT IS NOT COVERED</u>:

The Plan does not cover:

1> Incidental or consequential damages; 2> Failures caused by acts of God, fire, flood, explosion, war, terrorism, strike, embargo, acts of the government, military authority, or the elements; 3> Loss, theft, abuse, misuse, intentional damage, improper installation, or customer negligence; 4> Pre-existing conditions occurring before the time it was established as the Covered Product; 5> Changes or enhancements in color, texture, finish, expansion, contraction, or any cosmetic damage to the Covered Product however caused, including, but not limited to: scratches and marring, that do not affect the mechanical or electrical function of the Covered Product. 6> Rust, corrosion, warping, bending, animals, animal inhabitation or insect infestation;

and 7> Any manufacturer recall or rework order on the Covered Product, of which Samsung is responsible for providing. 8> Service or replacement outside the fifty (50) States and District of Columbia for the United States of America

Further, Covered Product does not include, and the Plan does not cover:

1> Contraband or property in the course of illegal transportation or trade; 2> Property in transit to You from anyone other than Us; 3> Battery chargers; 4> Any accessories, (except as otherwise provided with respect to standard batteries), upgrades, attachments or peripherals, including but not limited to: color face plates, personalized data, or customized software, such as personal information managers (PIMs), ring tones, games, or screen savers; 5> Unauthorized modifications, alterations, or repairs to any internal component/part of a Covered Product if performed by anyone other than a service center/technician authorized by the Administrator or Samsung; and 6> Covered Product that is missing any part or parts; and 7> Any Breakdown to Your product during the Waiting Period, unless You register Your product with the Administrator as a Certified Device before the date the Breakdown occurred.

<u>RENEWAL</u>: This Plan may be renewed at Our discretion.

<u>CANCELLATION</u>: This Plan is provided on a month to-month or full pay basis and may be cancelled by You at any time for any reason by notifying Samsung. You can cancel this Plan by emailing samsungmxcare@servify.tech or login into Your Samsung.com account on www.samsung.com, click on "My Account," and then "My Subscriptions." You will then see Your active Samsung Care+ subscription and an option to cancel. In the event You cancel this Plan within thirty (30) days of receipt of this Plan, You will receive a full refund of any payments made by You under this Plan, including sales tax, less the cost of any claims that have been paid or repairs that have been made. In the event You cancel this Plan after thirty (30) days of receipt of this Plan, You will receive a refund equal to one hundred percent (100%) of the pro-rata unearned portion of the price paid for the Plan, less the cost of any claims that have been paid or repairs that have been made. This Plan may be cancelled by Us or the Administrator for any reason by notifying You in writing at least thirty (30) days prior to the effective date of cancellation, which notice will state the effective date and reason for cancellation. If You fail to pay any monthly charge due under this Plan, this Plan will be cancelled immediately without notice. If We or the Administrator cancel this Plan, You will receive a refund of one hundred percent (100%) of the pro-rata unearned portion of the Plan price, less the cost of any claims which have been paid or repairs that have been made. For residents of AL, AR, CA, CO, DC, HI, MA, MD, ME, MN, MO, NJ, NM, NV, NY, SC, TX, WA, WI and WY and any other jurisdictions(s) required by law, any refund owed and not paid or credited within thirty (30) days of the cancellation effective date will include a ten percent (10%) penalty per month.

<u>INSURANCE SECURING THIS PLAN</u>: This Plan is not an insurance policy; however, We have obtained an insurance policy to insure Our performance under this Plan. Should We fail to pay any claim or fail to replace the Covered Product within sixty (60) days after the claim has been submitted, or in the event You cancel this Plan, and We fail to refund any unearned portion of the Plan price, You are entitled to make a direct claim against the insurer, Wesco Insurance Company, at 866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038.

Limitation of Liability: In the event of any error, omission or failure by Us, the Administrator or Samsung with respect to the Plan or the services provided by Us, the Administrator or Samsung hereunder, ours, the Administrator's and Samsung's RESPONSIBILITY AND LIABILITY WILL BE LIMITED TO THE CHARGES ACTUALLY PAID I YOU FOR THE PLAN (BUT NO MORE THAN THE LAST TWENTY-FOUR (24) MONTHLY CHARGES YOU PAID FOR THE PLAN). THIS IS YOUR SOLE REMEDY FOR ANY ERRORS, OMISSIONS OR FAILURE OF OUR, THE ADMINISTRATOR OR SAMSUN PERFORMANCE. FURTHER, UNDER NO CIRCUMSTANCES WILL WE, THE ADMINISTRATOR OR SAMSUNG BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF WE, THE ADMINISTRATOR OR SAMSUNG HAVE BEEN ADVISED OF OR HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THE PLAN OR US OR THE ADMINISTRATOR OR SAMSUNG PERFORMANCE UNDER THE PLAN, OR UNDER ANY PROVISION OF THIS PLAN, SUCH AS, BUT NOT LIMITED, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS PLAN, WE HEREBY SPECIFICALLY DISCLAIM ANY AI REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PLAN AND SERVICES TO BE PROVIDED HEREUNDER BY ADMINISTRATOR, WE AND SAMSUNG, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTAB

OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

Waiver: No waiver in whole or in part of any term or condition of this Plan will be construed as a continuing waiver of that term or condition or a waiver in whole or in part of any other term or condition. We may reduce or waive the claim service fee for the Covered Product. We will post the current claim service fee schedule at https://us.servify.tech/termsandconditions/samsung/samsung-b2c or by calling 833-690-0918.

Force Majeure: We have no responsibility for delays or failures due to acts of God, fire, flood, explosion, war, strike, embargo, acts of the government, military authority, or the elements, or other causes beyond Our control, and in such event, We may cancel this Plan immediately.

<u>ARBITRATION OR SMALL CLAIMS COURT AGREEMENT</u>: Please read this section carefully. It affects Your rights. For the purposes of this arbitration or small claims court agreement (referred to as the "A.A") only, references to "we" and "us" also include (1) the respective parents, subsidiaries, affiliates, agents, employees, successors and assigns of the Obligor and Administrator of this Plan (as defined above), and (2) the Seller (as defined above) and its wholly owned subsidiaries, agents, employees, successors and assigns. Most of Your concerns about this Plan can be addressed simply by contacting Us at 866-371-9501. In the event We cannot resolve any dispute with you, YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE THE RI TO A TRIAL BY JURY AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.

1. THIS A.A.:
   a. Survives termination of this Plan.
   b. Is governed by the Federal Arbitration Act.
   c. Covers any dispute You have with Us concerning or related, directly or indirectly, to this Plan.
   d. Does not prevent You from bringing an individual action against Us in small claims court instead of pursuing arbitration.
   e. Does not prevent You from informing any government agency of Your dispute. They may be able to seek relief on Your behalf.
2. ARBITRATION PROCESS:
   a. How to start arbitration.
      - Send a written Notice of Claim by certified mail to Legal Department, 5608 17th Ave. NW, Seattle, WA 98107.
      - Describe the dispute and relief sought in the Notice.
      - If the dispute is not resolved within 30 days of receipt of the Notice, You may start an arbitration with the American Arbitration Association ("AAA"). You can contact the AAA and obtain a free copy of their rules and forms at www.adr.org or 1-800-778-7879.
   b. Arbitration will be conducted by the AAA following the Consumer Arbitration Rules ("Rules"). A court may decide the enforceability of this A.A. The arbitrator will decide all other issues. The arbitrator is bound by this A.A.
   c. Any hearing will take place in the county or parish of Your mailing address unless You and We agree to a different location.
3. FEES:
   a. In most cases We will pay all filing, administration, and arbitrator fees. If the arbitrator finds that Your dispute was filed to harass or is frivolous, the Rules govern payment of the fees.
   b. We will reimburse You for a filing fee paid to the AAA. If You are unable to pay a filing fee, We will pay it if You send Us a written request.
4. ARBITRATION DECISION:
   a. You and We agree not to disclose any settlement offers to the arbitrator before the arbitrator issues a decision.
   b. If the arbitrator finds in Your favor and the damages awarded are greater than the last settlement We offered, We will do the following.

- We will pay You the greater of the damages or seven thousand five hundred dollars ($7,500).
- We will also pay Your reasonable attorney's fees and arbitration expenses. You may not recover duplicate awards of fees and expenses.

c. We waive any right We have to recover attorney's fees and expenses from You if We win the arbitration.

d. If You seek declaratory or injunctive relief, it can only be awarded as necessary to provide You relief.

YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION OR REPRESENTATIVE PROCEEDING. Unless You and We agree otherwise, the arbitrator may not consolidate Your dispute with any other person's dispute and may not preside over any form of representative proceeding. If this specific provision is found to be unenforceable, then the entirety of this A. A. is null and void.

STATE VARIATIONS: The following state variations control if inconsistent with any other terms and conditions:

ALABAMA RESIDENTS: The CANCELLATION section is amended as follows: If We cancel this Plan, We will mail a written notice of cancellation to You, at Your last known address in Our system, within five (5) days of the cancellation effective date. The cancellation notice will state the reason for the cancellation and the effective date of the cancellation. We are not required to provide You with prior notice of cancellation if the reason for the cancellation is nonpayment of an amount due, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Covered Product or its use.

ARIZONA RESIDENTS The WHAT IS NOT COVERED section is amended to add the following disclosure: The Plan does not exclude covering parts or components that were repaired or replaced under the service contract. The CANCELLATION section is amended as follows: If Your written notice of cancellation is received prior to the expiration of the monthly term, We will not deduct the cost of any claims that have been paid or repairs that have been made from Your refund. The ARBITRATION OR SMALL CLAIMS COURT AGREEMENT section is amended to add the following disclosure: The Arbitration Provision does not prohibit an Arizona resident from following the process to resolve complaints as outlined by the Arizona Department of Insurance and Financial Institutions. To learn more about this process, You may contact the Arizona Department of Insurance and Financial Institutions; Consumer Protection Division at 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007-2630, ATTN: Consumer Affairs.

ARKANSAS RESIDENTS: The CANCELLATION section is amended as follows: If We cancel this Plan, We will mail a written notice of cancellation to You, at Your last known address in Our system, within fifteen (15) days of the cancellation effective date. The cancellation notice will state the reason for the cancellation and the effective date of the cancellation. We are not required to provide You with prior notice of cancellation if the reason for the cancellation is nonpayment of an amount due, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Covered Product or its use.

CALIFORNIA RESIDENTS: THE CANCELLATION SECTION IS AMENDED AS FOLLOWS: THIS PLAN MAY BE CANCELLED BY YOU AT ANY TIME FOR ANY REASON BY NOTIFYING SAMSUNG. YOU CAN CANCEL THIS PLAN BY EMAILING SAMSUNGMXCARE@SERVIFY.TECH OR LOGIN INTO YOUR SAMSUNG.COM ACCOUNT ON WWW.SAMSUNG.COM, CLICK ON "MY ACCOUNT," AND THEN "MY SUBSCRIPTIONS." YOU WILL THEN SEE YOUR ACTIVE SAMSUNG CARE+ SUBSCRIPTIO AND AN OPTION TO CANCEL. IF THE PLAN IS CANCELLED BY YOU: (A) WITHIN SIXTY (60) DAYS OF THE RECEIPT OF THIS PLAN, YOU WILL RECEIVE A FULL REFUND OF THE MONTHLY PAYMENT PAID FOR THE PLAN, INCLUDING SALES TAX, LESS THE COST OF ANY CLAIMS THAT HAVE BEEN PAID OR REPAIRS THAT HAVE BEEN MADE, OR (B) AFTER SIXTY (60) DAYS, YOU WILL RECEIVE A PRO RATA REFUND, LESS THE COST OF ANY CLAIMS THAT HAVE BEEN MADE OR REPAIRS THAT HAVE BEEN MADE. THE ADMINISTRATOR CAN ONLY CANCEL THIS PLAN FOR ONE OR MORE OF THE FOLLOWING REASONS: (A) FOR FRAUD; (B) FOR A MATERIAL MISREPRESENTATION BY YOU TO US OR THE ADMINISTRATOR RELA TO THE COVERED PRODUCT OR ITS USE; (C) OR FOR FAILURE TO PAY AN AMOUNT WHEN DUE. THE ADMINISTRATOR SHALL MAIL A WRITTEN NOTICE OF CANCELLATION TO YOU AT YOUR LAST KNOWN ADDRESS AT LEAST THIRTY (30) DAYS PRIOR TO THE CANCELLATION EFFECTIVE DATE. THE CANCELLATION NOTICE WILL LIST THE EFFECTIVE DATE OF THE CANCELLATION AND THE REASON FOR THE CANCELLATION. IF THE ADMINISTRATOR CANCELS THIS PLAN, WITH

THE FIRST THIRTY (30) DAYS FROM THE ORIGINAL EFFECTIVE DATE, YOU WILL BE REFUNDED ONE HUNDRED PERC (100%) OF THE MONTHLY PAYMENT AMOUNT LESS THE AMOUNT OF ANY CLAIMS PAID OR PAYABLE. IF THE ADMINISTRATOR CANCELS THIS PLAN, AFTER THE FIRST THIRTY (30) DAYS FROM THE ORIGINAL EFFECTIVE DATE, Y WILL BE REFUNDED THE PRO RATA MONTHLY PAYMENT AMOUNT LESS THE AMOUNT OF ANY CLAIMS PAYABLE.

COLORADO RESIDENTS: The CANCELLATION section is amended as follows: If You cancel this Plan within the first thirty (30) days of receipt of this Plan, and no claims have been made, You will receive a full refund of any payments made by You under this Plan, including sales tax. If You cancel this Agreement after the first thirty (30) days, or if a claim has been made at any time, We will refund You one hundred percent (100%) of the pro-rata unearned portion of the price paid for the Plan, less the amount of any claims that have been paid or repairs that have been made. If We or the Administrator cancels this Plan, We will mail a written notice of cancellation to You, at Your last known address in Our system, at least five (5) days prior to the cancellation effective date. The cancellation notice will state the reason for the cancellation and the effective date of the cancellation. We are not required to provide You with prior notice of cancellation if the reason for the cancellation is nonpayment of an amount due, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Covered Product or its use. ARBITRATION OR SMALL CLAIMS COURT AGREEMENT section is amended to add the following: Nothing in this section limits or prohibits a person from pursuing any claim, cause of action, or right available under Colorado law.

CONNECTICUT RESIDENTS: The CANCELLATION section is amended as follows: You have the right to Cancel this plan if You return the product or if the product is sold, lost, stolen, or destroyed. The ARBITRATION OR SMALL CLAIMS COURT AGREEMENT section is amended to add the following: In the event of a dispute with Us or the Administrator that cannot be resolved, You may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of the Plan.

DISTRICT OF COLUMBIA RESIDENTS: The CANCELLATION section is amended as follows: If We or the Administrator cancels this plan for any reason other than nonpayment of the monthly payment amount, a substantial breach of duties by You related to the Covered Product or its use, or a material misrepresentation by You, the Administrator shall mail a written notice of cancellation to You at Your last known address at least five (5) days prior to the cancellation effective date. The cancellation notice will state the effective date of the cancellation and the reason for the cancellation. If this Plan is cancelled by You, Us or the Administrator within the first thirty (30) days from the original effective date, and no claims have been made, You will be refunded one hundred percent (100%) of the monthly payment amount. If this plan is cancelled after the first thirty (30) days from the original effective date, or if You have initiated a claim at any time, You will be refunded one hundred percent (100%) of the unearned pro rata monthly payment amount less the amount of any claims paid or payable.

FLORIDA RESIDENTS: The INSURANCE SECURING THIS PLAN section is deleted in its entirety. The following disclosure is added to this Plan: The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation. Arbitration is non-binding in the State of Florida. The ARBITRATION OR SMALL CLAIMS COURT AGREEMENT section is amended to add the following: Arbitration proceedings shall be conducted in the county in which the consumer resides.

GEORGIA RESIDENTS: The WHAT IS NOT COVERED section is amended to add the following disclosure: This Plan excludes coverage for incidental and consequential damages and pre-existing conditions only to the extent such damages or conditions are known to You or reasonably should have been known to You. The CANCELLATION section is amended as follows: In the event You cancel this Plan within thirty (30) days of receipt of this Plan, You will receive a full refund of the Monthly Payment made by You under this Plan, including sales tax, less the cost of any claims that have been paid or repairs that have been made. In the event You cancel this Plan after thirty (30) days of receipt of this Plan, You will receive a refund equal to one hundred percent (100%) of the pro-rata unearned portion of the Monthly Payment paid for the Plan, less the cost of any claims that have been paid or repairs that have been made. A ten percent (10%) penalty per month shall be added to any refund that is not paid or credited within forty-five (45) days after receipt of the cancellation request. We may only cancel this Plan before the end of its monthly term on the grounds of fraud, material misrepresentation, or nonpayment. If We or the Administrator cancels this Plan, We will mail a written notice of cancellation to You, at Your last known address in Our system, at least thirty (30) days prior to the cancellation effective date. The cancellation notice will state the reason for the cancellation and the effective date of the cancellation. The ARBITRATION OR SMALL CLAIMS COURT AGREEMENT section is amended to add the following: As stated in the Arbitration Agreement provision of this Plan, either party may bring an individual action in small claims court. The Arbitration Agreement provision of this Plan does not preclude You from bringing issues to the attention of federal, state, or local agencies or entities of Your dispute. Such agencies or entities may be able to seek relief on Your behalf. You and We agree to waive the right to a trial by jury and waive the right to participate in class actions, class arbitrations or other similar proceedings. Nothing contained in the Arbitration provision will affect Your right to file a direct claim under the terms of this Plan against Wesco Insurance Company pursuant to O.C.G.A. 33-7-6.

HAWAII RESIDENTS: The CANCELLATION section is amended as follows: If We or the Administrator cancels this Plan, We will mail a written notice of cancellation to You, at Your last known address in Our system, at least five (5) days prior to the cancellation effective date. The cancellation notice will state the reason for the cancellation and the effective date of the cancellation. We are not required to provide You with prior notice of cancellation if the reason for the cancellation is nonpayment of an amount due, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Covered Product or its use.

MAINE RESIDENTS: The CANCELLATION section is amended as follows: If You cancel this Plan within the first thirty (30) days from the original effective date, and no claims have been made, You will be refunded one hundred percent (100%) of the monthly payment amount. If You cancel this plan, after the first thirty (30) days from the original effective date, or if You have initiated a claim at any time, You will be refunded one hundred percent (100%) of the unearned pro rata monthly payment amount less the amount of any claims paid or payable. If either You or the Administrator cancels this Plan, We will mail a written notice of cancellation to You, at Your last known address in Our system, at least fifteen (15) days prior to the cancellation effective date. The cancellation notice will state the reason for the cancellation and the effective date of the cancellation.

MASSACHUSETTS RESIDENTS: The CANCELLATION section is amended as follows: If We or the Administrator cancels this Plan, We will mail a written notice of cancellation to You, at Your last known address in Our system, at least five (5) days prior to the cancellation effective date. The cancellation notice will state the reason for the cancellation and the effective date of the cancellation. We are not required to provide You with prior notice of cancellation if the reason for the cancellation is nonpayment of an amount due, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Covered Product or its use.

MINNESOTA RESIDENTS: The CANCELLATION section is amended as follows: If We or the Administrator cancels this Plan, We will mail a written notice of cancellation to You, at Your last known address in Our system, at least fifteen (15) days prior to the cancellation effective date. Five (5) days' notice will be provided if the reason for the cancellation is nonpayment of an amount due, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Covered Product or its use. The cancellation notice will state the reason for the cancellation and the effective date of the cancellation.

MONTANA RESIDENTS: The CANCELLATION section is amended as follows: If We or the Administrator cancels this Plan, We will mail a written notice of cancellation to You, at Your last known address in Our system, at least five (5) days prior to the cancellation effective date. The cancellation notice will state the reason for the cancellation and the effective date of the cancellation. We are not required to provide You with prior notice of cancellation if the reason for the cancellation is nonpayment of an amount due, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Covered Product or its use.

NEVADA RESIDENTS: The HOW TO MAKE A CLAIM section is amended to add the following: If You are not satisfied with the manner in which We are handling your claim, You may contact the Nevada Insurance Commissioner toll-free at (888) -872-3234. The CANCELLATION section is deleted in its entirety and replaced with the following: This Plan is provided on a month to-month or full pay basis and may be cancelled by You at any time for any reason by notifying Samsung. You can cancel this Plan by emailing samsungmxcare@servify.tech or login into Your Samsung.com account on www.samsung.com, click on "My Account," and then "My Subscriptions." You will then see Your active Samsung Care+ subscription and an option to cancel. In the event You cancel this Plan within thirty (30) days of receipt of this Plan, You will receive a full refund of any payments made by You under this Plan, including sales tax. In the event You cancel this Plan after thirty (30) days of receipt of this Plan, You will receive a refund equal to one hundred percent (100%) of the pro-rata unearned portion of the price paid for the Plan. Any refund owed and not paid or credited within thirty (30) days of the cancellation effective date will include a ten percent (10%) penalty per month. Within the first seventy (70) days from the effective date, We (the "Obligor") may cancel this Plan for any reason. After the first seventy (70) days, We may only cancel this Plan if (1) You fail to pay any amount due; (2) You are convicted of a crime which results in an increase in the service required under the Plan; (3) You engage in fraud or material misrepresentation in obtaining this Plan; (4) You commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time You purchased this Plan. If We cancel this Plan, We will mail a written notice of cancellation to You, at Your last known address in Our system, at least fifteen (15) days after the notice of cancellation is mailed to You. The cancellation notice will state the reason for the cancellation and the effective date of the cancellation. If We fail to pay the cancellation refund as stated in the Cancellation provision, the penalty will be ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. Whether this Agreement is cancelled by You or by Us, in no event will We deduct the amount of claims paid from any cancellation refund due. The WHAT IS NOT COVERED section, Covered Product exclusion item 5 is amended as follows: If the product is modified or altered without our authorization, We will only provide applicable coverage that is not related to the unauthorized modification or alteration or any Breakdowns arising therefrom, unless such coverage is otherwise excluded by this Plan.

NEW HAMPSHIRE RESIDENTS: The following disclosure is added to this Plan: In the event of a dispute between You and the Provider, You may file a written complaint with the Provider which may be mailed to: Northcoast Warranty Services, Inc., who can be contacted at 800 Superior Ave E., 21st Floor, Cleveland, OH 44114; Attention: Complaints. Written complaints must describe the dispute and include a copy of this Contract inclusive of any registration page or proof of purchase. In the event You do not receive satisfaction under this Agreement, You may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317, (800) 852-3416. The CANCELLATION section is amended as follows: Whether this Agreement is cancelled by You or by Us, in no event will We deduct the amount of claims paid from any cancellation refund due. The ARBITRATION OR SMALL CLAIMS COURT AGREEMENT section amended as follows: The Arbitration Provision of this Service Contract is subject to RSA 542. Any arbitration proceedings shall be conducted within the jurisdiction of New Hampshire..

NEW JERSEY RESIDENTS: The following disclosure is added to the Plan: The product being offered is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller. The CANCELLATION section is amended as follows: If We or the Administrator cancels this Plan, We will mail a written notice of cancellation to You, at Your last known address in Our system, at least five (5) days prior to the cancellation effective date. The cancellation notice will state the reason for the cancellation and the effective date of the cancellation. We are not required to provide You with prior notice of cancellation if the reason for the cancellation is nonpayment of an amount due, a material misrepresentation or omission by You, or a substantial breach of duties by You relating to the Covered Product or its use.

NEW MEXICO RESIDENTS: The HOW TO MAKE A CLAIM section is amended to add the following: If You have any concerns regarding the handling of Your claim, You may contact the Office of Superintendent of Insurance at 855-427-5674. The CANCELLATION section is amended as follows: If You cancel this Plan within the first thirty (30) days from the original effective date, and no claims have been made, You will be refunded one hundred percent (100%) of the monthly payment amount. A ten percent (10%) penalty per month or a portion thereof shall be added to a refund that is not paid or credited within thirty (30) days after return of this Service Contract to Us or the Administrator. If You cancel this plan, after the first thirty (30) days from the original effective date, or if You have initiated a claim at any time, You will be refunded one hundred percent (100%) of the unearned pro rata monthly payment amount less the amount of any claims paid or payable. Within the first seventy (70) days from the effective date, We may cancel this Plan for any reason. After the first seventy (70) days, We may not cancel unless: (1) You fail to pay any amount due; (2) You are convicted of a crime which results in an increase in the service required under the Plan; (3) You engage in fraud or material misrepresentation in obtaining this Plan; (4) You commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time You purchased this Plan. If We cancel this Plan, We will mail a written notice of cancellation to You, at Your last known address in Our system, at least fifteen (15) days after the notice of cancellation is mailed to You. The cancellation notice will state the reason for the cancellation and the effective date of the cancellation. The INSURANCE SECURING THIS PLAN section is amended to add the following: You may also contact Wesco Insurance Company via email at srcompliance@amtrustgroup.com

NEW YORK RESIDENTS: The CANCELLATION section is amended as follows: If We or the Administrator cancels this Plan, We will mail a written notice of cancellation to You, at Your last known address in Our system, at least fifteen (15) days prior to the cancellation effective date. The cancellation notice will state the reason for the cancellation and the effective date of the cancellation. We are not required to provide You with prior notice of cancellation if the reason for the cancellation is nonpayment of an amount due, a material misrepresentation by You, or a substantial breach of duties by You relating to the Covered Product or its use.

NORTH CAROLINA RESIDENTS: The following disclosure is added to this Plan: The purchase of this Plan is not required either to purchase or to obtain financing for the product. The CANCELLATION section is amended as follows: We may non-renew, but We may not cancel this Plan prior to the expiration of the monthly term except for non-payment by You or for Your violation of any of the terms and conditions of this Plan.

OKLAHOMA RESIDENTS: The OBLIGOR section is amended to add the following: OK license #: 44200963. The following disclosures are added to this Plan: Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in this Plan. The ARBITRATION OR SMALL CLAIMS COURT AGREEMENT section is amended as follows: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

OREGON RESIDENTS: The ARBITRATION OR SMALL CLAIMS COURT AGREEMENT section is deleted and replaced with the following: For the purpose of this Arbitration Agreement, references to “we” and “us” also include the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of the Plan Obligor and Administrator, as defined above; and the Seller and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. Most of Your concerns about the Plan can be addressed simply by contacting Us at 833-690-0918. In the event We cannot resolve any dispute, You and

We may, in a separate agreement, consent to arbitration. YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER SIMILAR PROCEEDING. Any arbitration proceedings will be conducted within the state of Oregon.

SOUTH CAROLINA RESIDENTS: The CANCELLATION section is amended as follows: If We or the Administrator cancels this Plan, We will mail a written notice of cancellation to You, at Your last known address in Our system, at least fifteen (15) days prior to the cancellation effective date. The cancellation notice will state the reason for the cancellation and the effective date of the cancellation. We are not required to provide You with prior notice of cancellation if the reason for the cancellation is nonpayment of an amount due, a material misrepresentation by You, or a substantial breach of duties by You relating to the Covered Product or its use. The ARBITRATION OR SMALL CLAIMS COURT AGREEMENT section is amended to add the following: In the event of a dispute with the provider of this Plan, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina, 29201 or by phone at (800) 768-3467.

TEXAS RESIDENTS: The DEFINITIONS section, item 2, is amended to add the following: Administrator License No. 276. The following disclosure is added to this Plan: If You purchased this Plan in Texas, unresolved complaints concerning Us or questions concerning Our registration may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, telephone number (512) 463-6599 or (800) 803-9202. The CANCELLATION section is amended as follows: If We or the Administrator cancels this Plan, We will mail a written notice of cancellation to You, at Your last known address in Our system, at least five (5) days prior to the cancellation effective date. The cancellation notice will state the reason for the cancellation and the effective date of the cancellation. We are not required to provide You with prior notice of cancellation if the reason for the cancellation is nonpayment of an amount due, a material misrepresentation by You to Us or the Administrator, or a substantial breach of duties by You relating to the Covered Product or its use. The INSURANCE SECURING THIS PLAN section is amended to add the following; You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Plan is returned to Us.

UTAH RESIDENTS: NOTICE. The following disclosures are added to this Plan: This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guaranty Association. Purchase of this Plan is optional and is not required in order to finance or lease the Product or Device. The HOW TO MAKE A CLAIM section is amended to add the following: Failure to give any notice or file any proof of loss required by the Plan within the time specified in the Plan does not invalidate a claim made by You, if You can show that it was not reasonably possible for You to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible. The CANCELLATION section is amended as follows: Within the first sixty (60) days from the Effective Date, We may cancel this Plan for any reason. If We cancel this Plan within the first sixty (60) days, We shall mail a written notice of cancellation to You at Your last known address at least ten (10) days prior to the cancellation effective date and You will be refunded one hundred percent of the Purchase Price minus the amount of any claims paid or payable. After the first sixty (60) days, We may only cancel this Plan for: (a) Your material misrepresentation; (b) substantial change(s) in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Plan; (c) substantial breaches of Your contractual duties, conditions, or warranties; or (d) nonpayment of an amount due. If We cancel for (a) or (b) or (c), We shall mail a written notice of cancellation to You at Your last known address at least thirty (30) days prior to the cancellation effective date and You will receive a pro-rata refund minus the amount of any claims paid or payable. If We cancel for (d), We shall mail a written notice of cancellation to You at Your last known address at least ten (10) days prior to the cancellation effective date and no refund will be provided to You.

VIRGINIA RESIDENTS: The following disclosure is added to this Plan: If any promise made in the Plan has been denied or has not been honored within sixty (60) days after Your request, You may contact the Virginia

Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.

WASHINGTON RESIDENTS: The CANCELLATION section is amended as follows: If We or the Administrator cancels this Plan, We will mail a written notice of cancellation to You, at Your last known address in Our system, at least twenty-one (21) days prior to the cancellation effective date. The cancellation notice will state the reason for the cancellation and the effective date of the cancellation. The INSURANCE SECURING THIS PLAN section is deleted and replaced with the following Our obligations under this Plan are guaranteed by a service contract reimbursement insurance policy issued by Wesco Insurance Company (the "Insurance Company"), 59 Maiden Lane, 43rd Floor, New York, NY 10038. You may file a claim directly with the Insurance Company for any payment or performance due. Please call 1-866-505-4048 for instructions. The ARBITRATION OR SMALL CLAIMS COURT AGREEMENT section is amended as follows: The commissioner is the Service Contract Provider's attorney to receive service of legal process in any action, suit, or proceedings in any court. The State of Washington is the jurisdiction for any civil action in connection with this Contract. Any civil action brought in connection with this Plan must be brought in the courts of a jurisdiction in Washington. Arbitration proceedings are to be held at a location in closest proximity to Your permanent residence.

WISCONSIN RESIDENTS: The following disclosure is added to this Plan: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. The CANCELLATION section is amended as follows: If You cancel this Plan within the first thirty (30) days from the original effective date, and no claims have been made, You will be refunded one hundred percent (100%) of the monthly payment amount. If You cancel this plan, after the first thirty (30) days from the original effective date, or if You have initiated a claim at any time, You will be refunded one hundred percent (100%) of the unearned pro rata monthly payment amount less the amount of any claims paid or payable. We may only cancel this contract before the end of the agreed contract term on the grounds of nonpayment, a material misrepresentation made by You to Us, or a substantial breach of duties by You relating to the product or its use. Notice of cancellation shall be sent at least five (5) days prior to cancellation and shall state the effective date of the cancellation and the reason for cancellation. If You cancel this contract due to a total loss of the Covered Equipment that is not covered by this contract, You will be refunded one hundred percent (100%) of the unearned pro rata monthly payment amount less the amount of any claims paid or payable.. The INSURANCE SECURING THIS PLAN section is deleted and replaced with the following: Our obligations under this Plan are guaranteed by a service contract reimbursement insurance policy issued by Wesco Insurance Company (the "Insurance Company"), 59 Maiden Lane, 43rd Floor, New York, NY 10038. If the Provider does not provide, or reimburse or pay for, a service that is covered under this Plan within sixty (60) days after You provide proof of loss, or if the Provider becomes insolvent or otherwise financially impaired, You may file a claim directly with Insurance Company for reimbursement, payment, or provision of the service. Please call 1-866-505-4048 for instructions. The ARBITRATION OR SMALL CLAIMS COURT AGREEMENT section is amended as follows: The Arbitration Agreement provision of this contract is amended as follows: (1) The fifth and sixth sentences of the first paragraph are replaced with the following: "TO RESOLVE DISPUTES, YOU MAY CHOOSE EITHER BINDING ARBITRATION, PURSUANT TO THE ARBITRATION AGREEMENT PROVISION OF THIS CONTRACT, OR SMALL CLAIMS COURT. BY AGREEING TO THIS CONTRACT, YOU AND WE WAIVE THE RIGHT TO HAVE DISPUTES RESOLVED THROUGH COURTS OF GENERAL JURISDICTION, THE RIGHT TO TRIAL BY JURY, AND TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS OR O REPRESENTATIVE PROCEEDINGS"; and (2) subsection 1. (b) is deleted in its entirety.

WYOMING RESIDENTS: The CANCELLATION section is amended as follows:

The CANCELLATION section is amended as follows: If We or the Administrator cancels this Plan, We will mail a written notice of cancellation to You, at Your last known address in Our system, at least ten (10) days prior to the cancellation effective date. The cancellation notice will state the reason for the cancellation and the effective date of the cancellation. We are not required to provide You with prior notice of cancellation if the reason for the cancellation is nonpayment of an amount due, a material misrepresentation or omission by You, or a substantial breach of duties by You relating to the Covered Product or its use.

The ARBITRATION OR SMALL CLAIMS COURT AGREEMENT section is deleted and replaced with the following: If there are disputes between You and Us that are not resolved by negotiations, You and We may in a separate written agreement voluntarily consent to arbitration. Any arbitration proceedings will be conducted within the state of Wyoming. For the purpose of this Arbitration Agreement, references to “we” and “us” include (1) the Plan Obligor and Administrator, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns; and (2) the dealer and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns.

To obtain a large-type copy of the terms and conditions of this Plan, please go to https://us.servify.tech/termsandconditions/samsung/samsung-b2c.

Administered by:
Name: Servify US, Inc.
Address: 5608 17th Ave. NW, Seattle, WA 98107