

The Equipment Replacement Program is underwritten by Continental Casualty Company, a CNA company, and administered by Asurion Protection Services, LLC a licensed agent of CNA. With an advanced software system and state of the art call center, Asurion can respond to your replacement requests quickly so you can be back in touch with the people you need to reach.

Program enrollment and repair or replacement authorization shall be at the sole discretion of CNA, the program administrator or any other authorized representative of CNA, in accordance with the terms of the Coverage Certificate and applicable law.

The included 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:

Asurion Protection Services, LLC
Asurion Protection Services Insurance Agency, LLC
Customer Care
P.O. Box 411605
Kansas City, MO 64141-1605
CA License #OD63161
1-800-584-3666
www.asurion.com



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EQUIPMENT REPLACEMENT PROGRAM

Protect your Sprint or Nextel phone or smart device against loss, theft or physical damage.



Program is underwritten by Continental Casualty Company. A service provided by Asurion for customers of Sprint.

Accidents happen. We'll be there.

The Equipment Replacement Program covers the replacement of equipment should your Sprint or Nextel phone, smart device or connection card be lost, stolen or physically damaged.

Broad coverage

The Equipment Replacement Program is insurance underwritten by Continental Casualty Company, a CNA Company, and administered by Asurion.

Incidents covered:

- > Loss, theft or physical damage.
- > Water (or liquid) damage and resulting corrosion.
- > Fire or lightning damage.

Limits:

- > Replacement value not to exceed \$1,000 per occurrence.
- > Maximum of three replacement requests will be allowed within a consecutive 12-month period.

Equipment covered:

- > Eligible Sprint or Nextel phone or smart device. Claimed device must be active on Sprint or Nextel Network at time of loss. Standard battery and standard battery charger are covered only if part of a loss to the covered equipment.
- or
- > Sprint PCS Connection Card.™ Claimed device must be active on the Sprint Network at time of loss.

Premium: \$4 / month* per line of service
Deductible: \$50 / approved replacement

* Includes billing fees paid to Sprint and administration fee paid to Asurion.

To enroll:

You can enroll in the Equipment Replacement Program when you activate or upgrade your Sprint or Nextel device. To enroll within 30 days of activation or upgrade, ask an Associate or call **1.800.584.3666**. Devices are only eligible for enrollment within 30 days of activation or upgrade.

To file a replacement request:

- > Call Asurion Customer Care at **1.800.584.3666**.
- > File your replacement request within 60 days of loss.
- > If your Sprint device is lost or stolen, contact Sprint immediately at **1.888.211.4PCS(4727)** to suspend your service. If your Nextel device is lost or stolen, contact Sprint immediately at **1.800.639.6111** to suspend your service.
- > Pay a \$50 non-refundable deductible per approved replacement request.
- > If your device is damaged or later found, it must be returned, or pay the non-returned equipment charge applicable to the model of damaged device. You can avoid this charge by simply returning the covered property as directed. We will mail you the necessary shipping material to return the damaged device.

Once a replacement request is approved by Asurion and you have paid the \$50 non-refundable deductible, your device will be replaced quickly and easily. You will be shipped the same or comparable equipment, of like kind and quality, with similar features as your original equipment. Replacement devices may be reconditioned or different equipment.

Duplication of coverage

The included Coverage Certificate may provide a duplication of coverage already provided by a consumer's personal auto insurance policy, homeowners' insurance policy, personal liability insurance policy or other source of coverage.

Optional

The Equipment Replacement Program is an optional insurance coverage that you are not required to purchase in order to purchase services or equipment.

Associate qualifications

Unless otherwise licensed, Sprint associates are not qualified or authorized to evaluate the adequacy of your existing insurance coverages. Questions regarding this program should be directed to CNA's licensed agent, Asurion Protection Services, LLC at **1.800.584.3666**.

Cancellation

If you decide to enroll in the Equipment Replacement Program, you may cancel your coverage at any time and may receive a refund of any unearned premium due in accordance with applicable law. Program may not be available in all states.

Customer Support

Asurion and CNA strive to satisfy every customer and ask that you allow them the opportunity to resolve any question, concern or complaint you may have by calling **1.800.584.3666**. California residents should know that the California Department of Insurance operates a toll-free consumer hotline at 1.800.927.HELP (4357).

NOTE: Any person who knowingly and with intent to injure, defraud or deceive any insurer or 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.

THE ENCLOSED COVERAGE CERTIFICATE CONTAINS A BINDING ARBITRATION PROVISION THAT REQUIRES THE SUBMISSION OF ALL DISPUTES (EXCEPT WHERE EXPRESS EXEMPTIONS ARE PROVIDED) TO FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN SECTION VIII. G.



**CONTINENTAL CASUALTY COMPANY
Chicago, Illinois**

**Commercial Inland Marine
Communications Equipment
Coverage Certificate**

Some provisions in this Coverage Certificate ("Certificate") restrict coverage. Read this entire Certificate carefully. It sets forth each party's rights and duties and what is and is not covered. In this Certificate, the words "you" and "your" refer to the "Insured Subscribers." The words "we," "us" and "our" refer to Continental Casualty Company, a CNA Company ("CNA"), the Illinois stock insurance company providing this insurance. In this Certificate, the words our "authorized representative" and "lock\line" refer to lock\line, LLC except as follows: in some jurisdictions lock\line, LLC does business as lock\line Insurance Agency. In California, lock\line, LLC does business as lock\line Insurance Agency, LLC (CA license #: OD63161). In Puerto Rico "lock\line" refers to lock\line of Puerto Rico, Inc. Other capitalized words and phrases have special meaning. Refer to Section IX. DEFINITIONS. A copy of the policy under which this Certificate is issued is available for your inspection at lock\line.com.

I. COVERAGE.
Subject to all of the terms and conditions of this Certificate, we agree to provide the insurance as stated in this Certificate on a month to month basis, provided that any covered damage or Loss to the Covered Property occurs while your coverage is in effect.
Information About Your Coverage
With regard to all enrollment requests including those which require a predefined Waiting Period, the coverage specified in this Certificate begins at 12:01 a.m. on the later of the date of such request or the expiration of any predefined required Waiting Period. The information pertaining to your communication equipment coverage included in your receipt, invoice, or other documentation from your Service Provider is incorporated by reference in this Certificate and specifically includes the name and address of the Insured Subscriber and information to determine the effective date of coverage (See Section I.F).

A. WHAT WE INSURE.
We insure your Covered Property for direct physical Loss that results from a covered cause of Loss to Covered Property so long as you remain eligible for coverage. In the event of a covered Loss, our obligation under this Certificate is to repair or replace, at our sole option, the Covered Property.
B. COVERED PROPERTY.
We cover the Covered Property (as defined in Section IX. DEFINITIONS) of Insured Subscribers enrolled for coverage and on file with us or our authorized representative for direct physical Loss from a covered cause of Loss. Coverage is subject to the terms, conditions, Exclusions, and Limits of Insurance contained in this Certificate.

C. PROPERTY NOT COVERED.
The following is not covered:
1. Any property or equipment that is not Covered Property.
2. Contraband or property in the course of illegal transportation or trade.
3. Any antenna or wiring attached to, protruding from, or on the exterior of any vehicle or watercraft.
4. Property in transit to you from a manufacturer or seller that is not the Authorized Service Facility.
5. Personalized data such as contact lists, photos, video, and music downloads. Customized software, such as personal information managers (PIM's) ring tones, games, or screen savers.
6. Covered Accessories will only be covered when they are part of a Loss to Covered Property other than Covered Accessories.
7. Color face plates or other Non-Covered Accessories.
8. Preventive maintenance or preferential adjustments.

D. COVERED CAUSE OF LOSS.
We cover all risk of direct physical Loss to Covered Property regardless of other insurance you may have except that we do not cover those causes of Loss listed in the Exclusions (Section II).

E. PAYMENT OF PREMIUMS.
Monthly premiums will be charged monthly to your regular account with your Service Provider for transmittal to us based upon the equipment category class of your Covered Property as follows: All Eligible Equipment Types: \$4.00 (\$3.00 with Total Equipment Protection coverage) per month.

F. WHEN COVERAGE IS EFFECTIVE.
All coverage is effective at 12:01 A.M. on the effective date of coverage as stated herein.
Your coverage under this Certificate begins upon our approval. Upon our approval, coverage is retroactive to the date of the submission of your request for enrollment. We or our authorized representative will notify you within 20 days if your request is not approved.
Eligibility for enrollment after Initial Activation may be subject to limitation.

II. EXCLUSIONS.
We will not pay for Loss caused directly or indirectly or resulting from events, conditions or cause of Loss identified in this Section II. Such Losses are excluded regardless of any other cause or event that contributes concurrently or in any sequence to the Loss.
A. Indirect Loss, meaning: any delay, loss of market, loss of use or any other consequential loss; interruption of business, or inconvenience; an increase of Loss caused by or resulting from the delay in replacing Covered Property due to interference at the location of replacement or repair by strikers, other persons or any other cause of loss.

B. Loss due to the intentional parting of Covered Property by you or anyone entrusted with the property. Loss due to intentional, dishonest, fraudulent or criminal acts by you or your family members; any of your authorized representatives; anyone you entrust with the property; and any of their family members; or anyone else with an interest in the property for any purpose, acting alone or in collusion with others.
C. Loss due to obsolescence, including technological obsolescence, of the Covered Property.
D. Loss caused by or resulting from change or enhancement in color, texture, or finish. Loss caused by or resulting from expansion, contraction, or any cosmetic damage of Covered Property, however caused. Such excluded causes of Loss include, but are not limited to, scratches, maring, and cracked displays that occur to Covered Property that do not affect the mechanical or electrical function of the Covered Property.

E. Loss caused by or resulting from faulty repair, adjusting, installation, servicing or maintenance, unless fire or explosion ensues and then only for Loss by ensuing fire or explosion. Loss caused by or resulting from unauthorized repair or replacement.
F. Loss caused by or resulting from the discharge, dispersal, seepage, migration, release or escape of Pollutants.
G. Loss caused by or resulting from use of the Covered Property in a manner for which it was not designed or intended by the manufacturer. Loss caused by or resulting from failure to follow the manufacturer's installation, operation or maintenance instructions.
H. Loss caused by or resulting from error or omission in design, programming, system configuration, faulty construction, or any original defect in any Covered Property, or manufacturer's recall. Loss due to Mechanical and/or Electrical Failure.

I. Loss or damage to or of batteries (unless otherwise covered as a Covered Accessory when part of a Loss to other Covered Property) is not covered. Loss or damage to or of personalized data, such as contact lists, photos, video, and music downloads is not covered. Loss or damage to or of customized software, such as personal information managers (PIM's), ring tones, games, or screen savers is not covered. Loss or damage to or of antennas, external housings, or casings that does not affect the mechanical or electrical function of the Covered Property is not covered.
J. Loss caused by or resulting from normal wear and tear, gradual deterioration, inherent vice or latent defect.
K. Any Loss or damage caused by or through or in consequence, directly or indirectly, of Computer Virus, whether intentional or unintentional, and whether such loss be direct or indirect, proximate or remote or be in whole or in part caused by, contributed to or aggravated by the covered causes of Loss insured against under this Certificate.

L. Any Loss or damage caused by or through or in consequence, directly or indirectly, of Nuclear Hazard, meaning any weapon employing atomic fission or fusion; or nuclear reaction or radiation or radioactive contamination from any other cause; but we will pay for direct physical Loss caused by resulting fire, if the fire would be covered under this Certificate. Loss caused by or resulting from war, including undeclared or civil war; warlike action by a military force, including action hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or insurrection, rebellions, revolution, usurped power of action taken by government authority in hindering or defending against any of these. Loss caused by or resulting from Governmental Action, meaning seizure or destruction of property by order of governmental authority including economic and trade sanction as provided under applicable law and U.S. Treasury Department guidelines.

III. LIMITS OF LIABILITY.
A. PER OCCURRENCE LIMITS.
A per occurrence limit of U. S. \$1000, applies to each covered Loss for repair or replacement due to Loss or damage to the Covered Property for any one Insured Subscriber. For any one Loss, we will not pay for replacement equipment having a manufacturer's suggested retail value of, or for repair costs that are, more than the per occurrence limit, less the applicable deductible set forth in Section IV.

B. AGGREGATE LIMITS.
A maximum of three (3) replacements or repairs of Covered Property will be allowed per Insured Subscriber in any one twelve (12) month period. The twelve month period is calculated based on the Date of Replacement for each covered Loss.

IV. DEDUCTIBLE.
Each replacement or repair of an item of Covered Property is subject to a nonrefundable deductible per covered Loss as set forth in the deductible schedule below, which you must satisfy before we will authorize a replacement or repair.
The applicable deductible is set forth in the deductible schedule below:

Deductible Applicable to Each Replacement and Repair:	\$50
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NOTE: An additional nonreturned equipment charge may apply (See Section VI.F) for causes other than loss or theft if you fail to return the Covered Property as directed at the time of Loss.

V. CONDITIONS IN THE EVENT OF LOSS.
Subject to the terms and conditions set forth in this Certificate, we will make good any Loss covered under this Certificate.

A. In the event of a covered Loss, we will arrange for the replacement, or at our sole option, the repair, of the Covered Property through the Authorized Service Facility.
B. An Insured Subscriber will not be entitled to receive cash in lieu of actual replacement or repair of the Covered Property.
C. Replacement equipment may, at our option, be refurbished equipment or different equipment of like kind and quality.
D. Replacement equipment will be approved equipment for use on the network of the Service Provider and in the same equipment category as the Covered Property at the time of Loss.
E. Equipment failure evaluation performed by the Service Provider and/or our authorized representative and/or the manufacturer may be required prior to approval of your request for repair or replacement of the Covered Property.

VI. DUTIES IN THE EVENT OF A LOSS.
A. In the event that your Covered Property is lost or stolen, you must notify your Service Provider as soon as possible to suspend service.
B. If a claim involves a violation of law or any loss of possession, you agree to promptly notify the law enforcement agency with jurisdiction and obtain confirmation of this notification.
C. You must report the Loss promptly to us not later than sixty (60) days from the date of Loss. If you do not report the Loss within sixty (60) days, you will have forfeited your claim. You must submit all claims through our authorized representative for our approval prior to repair or the delivery of replacement equipment. Any claims that are not submitted through our authorized representative for our approval will not be honored and fulfilled.
D. You will do what is reasonably necessary to minimize the Loss and to protect the Covered Property from any further Loss.

E. For Loss resulting from attempted theft, vandalism or lost equipment, you must provide us with a detailed proof of Loss statement, a police report case number, and/or a copy of the police report within sixty (60) days of the date the Loss is reported and prior to repair or receipt of replacement equipment.
F. If the cause of Loss is not loss or theft, you must keep the Covered Property until your claim is completed. We may require you to return the Covered Property to us at our expense. If we so direct, you must return the Covered Property to us in the return mailer we provide within ten (10) days or pay the nonreturned equipment charge applicable to the model of Covered Property that suffered the Loss. YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE COVERED PROPERTY AS DIRECTED.
G. In the event of a covered Loss, you must permit us to inspect the property and records proving the Loss. You must cooperate in the investigation of such claim. If requested, you must permit us to question you under oath, at such times as may be reasonably required, about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed and may be recorded.

H. In the event of a covered Loss, you may be required to provide a copy of the original bill of sale. You may also be required to present, or provide a photocopy of, a government issued photo I.D.
I. You must provide us with all of the necessary information required to approve your claim for replacement or repair of the Covered Property within sixty (60) days of the date that you report your Loss to us. Your failure to take delivery of repaired or replacement equipment within sixty (60) days of our claim approval will result in forfeiture of the repaired or replacement equipment and your claim under this Certificate.

J. In the event of a covered Loss, you must satisfy the nonrefundable deductible applicable to the Loss.

VII. ELIGIBILITY AND CANCELLATION.
A. Cancellation or Non-renewal Provisions.
1. You may cancel coverage under this Certificate by mailing or delivering to us advance written notice stating when such cancellation is effective. You may send your written notice to our authorized representative as follows: The lock\line Customer Care Center, P.O. Box 411605, Kansas City, MO 64141-1605.
2. We may cancel or non-renew this Certificate by having a written notice of cancellation or non-renewal mailed or delivered to you, and by delivering notice electronically to the Named Insured Service Provider at least:
a. Ten (10) days before the effective date if we cancel for nonpayment of premium; or
b. Forty-five (45) days before the effective date of cancellation or non-renewal if we cancel or non-renew for any other reason; except where longer notice is required by applicable law, in which case the appropriate timely notice will be given.
NOTE: Continued eligibility for this insurance ceases and coverage will automatically terminate upon our 3rd replacement or repair of Covered Property during any one twelve (12) month period beginning with the Date of Replacement for the first replacement or repair. We will forward a notice of ineligibility to you, by mail, email or fax at the time of the 3rd replacement or repair. You will remain ineligible for a period of twelve (12) months commencing on the Date of Replacement for the 3rd replacement or repair. (See Section III.B).

3. Notice will be mailed or delivered to you at the last address known to us or as otherwise authorized by you.
4. Notice of cancellation or non-renewal will state the effective date of cancellation or non-renewal and all insurance under this Certificate will end on that date.
5. If coverage under this Certificate is cancelled, you will be refunded any unearned premium due in accordance with applicable law.
6. If cancellation or non-renewal notice is mailed, proof of mailing will be sufficient proof of notice.
B. To be and remain eligible for coverage:
1. You must have activated communications service directly with your Service Provider and be a valid, active and current subscriber of your Service Provider to be covered under the Policy.

Covered Property must be actively registered on the Service Provider's network on the date of loss and have logged airtime prior to the date of loss.
2. The Covered Property must be designated by us and eligible for coverage under this Certificate. Eligibility may be limited to new equipment that has not been previously activated for service.
3. You must not have engaged in fraud or abuse with respect to this or a similar communications equipment insurance program.
4. You must not have exhausted the benefits available under a CNA coverage certificate issued through your Service Provider by exceeding the aggregate limit. (See Section III.B).
5. You must 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 covered Loss; or, failure to satisfy the required deductible on a covered Loss.

C. You are responsible for the payment of all premiums, per the terms of this Certificate, as listed on your account from your Service Provider.
D. The insurance provided under this Certificate is provided on a month to month term basis unless: you cease to be a valid, active and current subscriber of your Service Provider; or you or your Covered Property cease to be eligible for coverage.

Covered Property must be actively registered on the Service Provider's network on the date of loss and have logged airtime prior to the date of loss.
2. The Covered Property must be designated by us and eligible for coverage under this Certificate. Eligibility may be limited to new equipment that has not been previously activated for service.
3. You must not have engaged in fraud or abuse with respect to this or a similar communications equipment insurance program.
4. You must not have exhausted the benefits available under a CNA coverage certificate issued through your Service Provider by exceeding the aggregate limit. (See Section III.B).
5. You must 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 covered Loss; or, failure to satisfy the required deductible on a covered Loss.
C. You are responsible for the payment of all premiums, per the terms of this Certificate, as listed on your account from your Service Provider.
D. The insurance provided under this Certificate is provided on a month to month term basis unless: you cease to be a valid, active and current subscriber of your Service Provider; or you or your Covered Property cease to be eligible for coverage.

VIII. ADDITIONAL CONDITIONS.
A. All claims for covered Loss under this Certificate will be made good within thirty (30) days after presentation and acceptance of satisfactory proof of interest and Loss to our authorized representative and satisfaction by you of your Duties in the Event of a Loss. We will ship approved replacement equipment or repaired equipment directly to you within the United States; however, we may require you to pick up your replacement or repaired equipment at an Authorized Service Facility.
B. If we and you disagree on the value of the Covered Property or the amount or satisfaction of Loss, either may elect arbitration pursuant to Section VIII.G. below.
C. Any recovery or salvage on a Loss will accrue entirely to our benefit until the expense incurred by us has been made up. Upon our request, you will return to us any damaged equipment. All Covered Property which we replace is the property of CNA and may be disabled, destroyed or reused. We will not provide replacement equipment if you are in breach of the terms of this Certificate due to: failure to return damaged Covered Property when requested in conjunction with a prior covered Loss; or, due to your failure to satisfy the non returned equipment charge or deductible on a covered Loss.
D. No person or organization, other than you, having custody of Covered Property, will benefit from this insurance.

E. If any Insured Subscriber to or for whom we honor a claim under this Certificate has rights to recover damages from another, those rights are transferred to us. That Insured Subscriber must do everything necessary to secure our rights and must do nothing after a Loss to impair them; but you may waive your rights against another party in writing:
1. Prior to a covered Loss.
2. After a covered Loss, only if, at time of Loss, that party is one of the following:
a. someone covered under this Certificate;
b. a business firm;
i. owned or controlled by the Insured Subscriber; or
ii. that owns or controls the Insured Subscriber; or
iii. the Insured Subscriber's tenant.
This will not restrict the Insured Subscriber's coverage.

F. Concealment, Misrepresentation or Fraud
This coverage is void in any case of fraud, intentional concealment or misrepresentation of a material fact, at any time, concerning:
1. This coverage;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Certificate.
G. Arbitration
The coverage provided to you by this Certificate is in connection with and related to services provided to you by your Services Provider. In order to facilitate prompt resolution of any disputes which may arise, any and all claims, disputes or controversies of any nature whatsoever, regardless of when the circumstances surrounding the dispute or controversy occurred, and regardless of whether in contract, tort, or otherwise (including statutory, common law, fraud, fraudulent inducement, other intentional tort, property and equitable claims) arising out of, relating to, or in connection or conjunction with: (1) the Certificate, or the policy under which it is issued; (2) any activities, transactions, services or interactions of any kind involving you and us, or between you and any of our employees, agents, representatives or associated businesses in any way involving any activities, transactions, services or interactions involving or related in any way to the Certificate; or (3) the validity, scope or enforceability of this arbitration provision or the Certificate (the "Claim") shall be resolved, on an individual basis, by final and binding arbitration. All arbitration shall be administered by the American Arbitration Association (the "AAA") in accordance with its Wireless Industry Rules and Procedures (the "Arbitration Rules") in effect at the time the Claim is filed. The Arbitration Rules, as well as forms and information on arbitration in general may be obtained by calling our authorized representative, lock\line at 1-800-584-3666, or by visiting AAA's Web site at www.adr.org. Any arbitration which you attend will take place at a location within the federal judicial district that includes your billing address at the time the Claim is filed. The Arbitration Rules provide that for claims under \$10,000, we will advance the administrative fee payable to AAA and your portion of the arbitrator's fees may be waived in the case of economic hardship. The arbitrator shall apply relevant, substantive law and applicable statutes of limitation and shall provide written reasoned findings of fact and conclusions of law. This arbitration agreement is made pursuant to a transaction involving interstate commerce and

Covered Property must be actively registered on the Service Provider's network on the date of loss and have logged airtime prior to the date of loss.
2. The Covered Property must be designated by us and eligible for coverage under this Certificate. Eligibility may be limited to new equipment that has not been previously activated for service.
3. You must not have engaged in fraud or abuse with respect to this or a similar communications equipment insurance program.
4. You must not have exhausted the benefits available under a CNA coverage certificate issued through your Service Provider by exceeding the aggregate limit. (See Section III.B).
5. You must 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 covered Loss; or, failure to satisfy the required deductible on a covered Loss.
C. You are responsible for the payment of all premiums, per the terms of this Certificate, as listed on your account from your Service Provider.
D. The insurance provided under this Certificate is provided on a month to month term basis unless: you cease to be a valid, active and current subscriber of your Service Provider; or you or your Covered Property cease to be eligible for coverage.

H. No one may bring legal action, including arbitration, against us under this Certificate unless:
1. there has been full compliance with all terms of this Coverage Certificate; and
2. the action is brought within two (2) years or any longer period as stated in the policy or any endorsement thereto after you first have knowledge of the Loss or other events that are the basis of the action.
I. The coverage territory is worldwide but the cost of replacement or repair will be valued in U.S. currency at the time of replacement or repair.
J. You may not assign this Certificate without our written consent.
K. If you have a Loss to Covered Property that is part of a pair or set, we will only cover for a reasonable and fair proportion of the total value of the pair or set. We will not cover based on a Loss to the entire pair or set.
L. We may make available to you 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 or other authorized service facilities.
M. We agree that any terms of this Certificate not in conformity with applicable law are conformed to comply with such law. If any portion of this Certificate is deemed invalid or unenforceable, it shall not invalidate the remaining portion of this Certificate.
N. This Certificate contains all the agreements between you and us concerning the insurance afforded. This Certificate's terms can be amended or waived only by issuance of a new Certificate or endorsement issued by us and made a part of this Certificate.
O. We retain the right to revise this Certificate at any time and adjust the coverage terms including the premium and the deductible. In the event of any material change in the coverage terms premium or the deductible, you will be provided advance written notice of such changes. You may cancel coverage at any time without penalty, but if you continue to pay premiums after a change in premiums, coverage terms or the deductible, you will be bound by those changes.

shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1, et. seq. If any portion of this arbitration provision is deemed invalid or unenforceable; it shall not invalidate the remaining portions of the arbitration provision. The arbitrator's decision and award will be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction over this matter.
YOU AND WE UNDERSTAND AND AGREE THAT BECAUSE OF THIS ARBITRATION CLAUSE NEITHER YOU NOR WE WILL HAVE THE RIGHT TO GO TO COURT EXCEPT AS PROVIDED BELOW OR TO HAVE A JURY TRIAL. **IN ACCORDANCE WITH THE ARBITRATION RULES, HOWEVER, YOU MAY, AT YOUR ELECTION, PURSUE AN ACTION AVAILABLE IN SMALL CLAIMS COURT IN LIEU OF ARBITRATING THE DISPUTE.**

If you are a resident of Arkansas, Kentucky, Louisiana, Massachusetts, Mississippi, Montana, South Carolina, or Virginia; or if the above arbitration provisions are determined to be invalid or unenforceable with respect to you, the following applies: any award rendered in accordance with the arbitration provisions herein shall constitute a nonbinding award on you, provided that within forty-five (45) days of the arbitrator's award you file a legal proceeding in the appropriate federal, state or local court, based on the same issue and facts as raised by you in the arbitration proceeding. Under no circumstances shall an issue be raised in a federal, state or local court until such time as both you and we first address our disagreement in an arbitration proceeding and obtain an arbitration award pursuant to the arbitration provision set forth above.
H. No one may bring legal action, including arbitration, against us under this Certificate unless:
1. there has been full compliance with all terms of this Coverage Certificate; and
2. the action is brought within two (2) years or any longer period as stated in the policy or any endorsement thereto after you first have knowledge of the Loss or other events that are the basis of the action.

I. The coverage territory is worldwide but the cost of replacement or repair will be valued in U.S. currency at the time of replacement or repair.
J. You may not assign this Certificate without our written consent.
K. If you have a Loss to Covered Property that is part of a pair or set, we will only cover for a reasonable and fair proportion of the total value of the pair or set. We will not cover based on a Loss to the entire pair or set.
L. We may make available to you 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 or other authorized service facilities.
M. We agree that any terms of this Certificate not in conformity with applicable law are conformed to comply with such law. If any portion of this Certificate is deemed invalid or unenforceable, it shall not invalidate the remaining portion of this Certificate.
N. This Certificate contains all the agreements between you and us concerning the insurance afforded. This Certificate's terms can be amended or waived only by issuance of a new Certificate or endorsement issued by us and made a part of this Certificate.
O. We retain the right to revise this Certificate at any time and adjust the coverage terms including the premium and the deductible. In the event of any material change in the coverage terms premium or the deductible, you will be provided advance written notice of such changes. You may cancel coverage at any time without penalty, but if you continue to pay premiums after a change in premiums, coverage terms or the deductible, you will be bound by those changes.

IX. DEFINITIONS
A. **"Authorized Service Facility"** means: The location or locations that serve as a replacement or repair facility for the program and supply replacements for or undertake repairs of Covered Property. Selection of the Authorized Service Facility will be at the sole discretion of us or our authorized representative.
B. **"Computer Virus"** means: Any unauthorized intrusive codes or programming that are entered by any means into covered data processing equipment, media, software, programs, systems or records and interrupt the operations of Covered Property.
C. **"Coverage Certificate", "Certificate", or "Certificates"** means: This Commercial Inland Marine Communications Equipment Insurance Coverage Certificate.
D. **"Covered Accessories"** as used in this Certificate means: if part of the covered Loss, one standard battery, one standard charger, and one Subscriber Identification Module (SIM) Card (if applicable).
E. **"Covered Property"** as used in this Certificate means:
a. one Sprint or Nextel wireless phone or device, or
b. one Sprint or Nextel wireless data card,
as applicable, designated by us as eligible for coverage under this Certificate, owned or leased by you and actively registered, at the time of Loss, on the Service Provider's network for the enrolled Sprint or Nextel wireless phone number, and for which airtime has been logged. Eligibility for enrollment after Initial Activation may be subject to limitation. Covered Property is limited to one Sprint or Nextel wireless data card or, as applicable, one Sprint or Nextel wireless phone or device and its Covered Accessories, per replacement. Proof of purchase of the Covered Property may be required as a condition of replacement.

F. **"Date of Loss"** is the date on which a Loss to the Covered Property occurs.
G. **"Date of Replacement"** is the date on which replacement or repaired equipment is shipped to you, or the date on which you pick up the replacement or repaired equipment at an Authorized Service Facility, as a result of a covered Loss.
H. **"Initial Activation"** means: the time of initial activation of the Service Provider's service for the Covered Property.
I. **"Insured Subscriber" or "Insured Subscribers"** means: The customers of the Service Provider who have been enrolled and accepted for coverage under this Certificate; and for whom we or our authorized representative have on file a complete description of the Covered Property; and who have, before the Date of Loss in question, paid all premiums payable with respect to the Covered Property.

"Loss" and "Losses" means: Accidental loss, theft, or physical damage, not including Mechanical or Electrical Failure.
K. **"Mechanical or Electrical Failure"** means: Failure of "Covered Property" to operate due to a fault part or workmanship when operated according to the manufacturer's instructions.
L. **"Non-Covered Accessories"** as used in this Certificate means: All accessories not included in the definition of Covered Accessories.
M. **"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 waste. Waste includes materials to be recycled, reconditioned or reclaimed.
N. **"Service Provider"** means: Sprint Nextel Corporation or one of its affiliates.

X. STATE CHANGES
Terms and conditions vary for Certificates issued and Insured Subscribers residing in select jurisdictions as set forth below.
Alabama: Section VIII.G. Arbitration does not apply.
Alaska: 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.
Illinois: You shall have fifteen (15) days after enrollment to determine if you wish to reject coverage provided that no claim is made during the fifteen (15) day period. Making any claim during this period of time constitutes acceptance of the coverage by you. If you notify us at the address provided below that you wish to reject coverage within this period and no claim has been made, we will rescind coverage and refund 100% of the premium paid for the term of coverage.
Iowa: Section VIII.G. Arbitration does not apply.
Kansas: Section VIII.G. Arbitration does not apply.
Missouri: Section VIII.G. Arbitration does not apply.
Nebraska: Section VIII.G. Arbitration does not apply.
Nevada: The following is added to Section VIII.O.: Except as otherwise provided by law, we will provide you such notice at least sixty (60) days prior to such changes. Such changes will only be made on any six month anniversary date of the Policy.
New York: Section VIII.G. Arbitration does not apply.
Oklahoma: Section VIII.G. Arbitration is amended to include the following additional language. If an arbitration decision is not issued within three months of the demand for arbitration, the Insured Subscriber, provided they are not the cause of the delay, may elect to proceed in court.
Oregon: NOTE "B" below does not apply.
South Dakota: Section VIII.G. Arbitration does not apply.
United States Virgin Islands: In Section VII.A.2.a., "Ten (10) days" is amended to "Fifteen (15) days." The following replaces Section VII.A.6: Any such notice will be provided by certified mail. Section VIII.G. Arbitration does not apply.
Washington: We will not pay for Loss caused directly or indirectly by any of the above excluded causes of Loss, and such Loss is excluded regardless of any other cause or event that contributes concurrently to the Loss if the excluded event initiates the sequence of events that result in a Loss. Any notice of cancellation will include the actual reason for cancellation and any notice of non-renewal will be provided to the Insured Subscribers impacted by any such non-renewal at least forty-five (45) days before the expiration of the Policy.
West Virginia: The phrase "thirty (30) days" in Section VIII.A. above is deleted and replaced with the phrase "fifteen (15) days". Section VIII.G. Arbitration is deleted in its entirety.

NOTE:
A. **THIS CERTIFICATE MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY PROVIDED BY YOUR PERSONAL AUTO INSURANCE POLICY, HOMEOWNER'S INSURANCE POLICY, PERSONAL LIABILITY INSURANCE POLICY, OR OTHER SOURCE OF COVERAGE.**
B. **ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF INSURANCE FRAUD. IN FLORIDA, SUCH CONDUCT IS A FELONY OF THE THIRD DEGREE.**

Any questions regarding the coverage provided under this Certificate should be directed to our authorized representative as follows:
The lock\line Customer Care Center
Post Office Box 411605
Kansas City, MO 64141-1605
1-800-584-3666

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