

Commercial Inland Marine Coverage Form - Electronic Equipment Declarations



Policy Number: 2 0 2 4 I M 0 5 L W - C O	Effective Date:	11/01/2024 Coverage will begin at 12:01 A.M. Standard Time on the effective date shown.
Insurance Is Provided By The Company Stated Below		
Universal Underwriters Insurance Company A Stock Company 7045 College Boulevard Overland Park, KS 66211-1523 1-877-225-5276		
Named Insured and Address		
Dish Wireless, LLC 9601 S. Meridian Blvd. Englewood, CO 80112		
Agency Name and Address		Wireless Service Provider
Likewize Agency, LLC 1900 W. Kirkwood Blvd. STE 1600C Southlake, TX 76092 Agency Code: 45-261-000		Dish Wireless LLC 9601 S. Meridian Blvd. Englewood, CO 80112
Policy Term		
Month to month until cancelled		
Waiting and Evaluation Periods		
Waiting Period: N/A Evaluation Period: N/A		
Covered Causes of Loss		
1. Loss		
2. Theft		
Claim Limitations		
We will pay a maximum of	\$1,999	less deductible for each approved "loss".
We will pay a maximum of (2) Loss and Theft claims less deductible(s) that occur within a rolling 12-month period.		

Premium, Deductible and Non-Return Fee

Tier	MSRP of Covered Device at the time of Effective Date	Monthly Premium	Deductible
1	\$0.00 - \$499.99	\$3.00	\$40.00
2	\$500.00 - \$999.99	\$3.25	\$149.00
3	\$1,000.00 - \$1,499.99	\$3.00	\$249.00
4	\$1,500.00 - \$1,999.99	\$2.75	\$349.00

State Insurance Surcharge/Taxes/Fees (Not Applicable in New York)

Amount	Name
1.00	Colorado- Inland Marine
0.31	Colorado - Miscellaneous

Description of Covered Accessories

Mobile phone equipment
Standard battery and wall charger
Non-Apple equipment

Authorized Service Representative Information

Likewise Agency,
LLC.
1900 W. Kirkwood
Blvd.
STE 1600C
Southlake, TX 76092

*In California, Likewise Agency, LLC d/b/a Likewise Insurance Agency, LLC

Telephone Number: (844) 534-3099

Website Address: myphoneguardian.com/boostmobile

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Premium Payment Information


Per Monthly Reports

Endorsements Effective at Inception

UGU319F(0109)
UGU1191ACW(0315)
E12110DYMS(0923)

THESE DECLARATIONS TOGETHER WITH THE COVERAGE PART FORM, FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Countersigned this 1st day of November, 2024

Authorized Representative 

Date Issued: 11/01/2024



ZURICH[®]

Commercial Inland Marine Coverage Form - Electronic Equipment

This policy is comprised of the Declarations, this Coverage Form, and Endorsement(s) as applicable. Additional detail can be found in the Schedule to the Declarations.

Throughout this policy the words Named Insured mean the entity shown in the Declarations. The words "you" and "your" refer to that entity. The words "we", "us" and "our" refer to the Company providing this insurance. Other words and phrases that appear in quotation marks have special meaning and are defined below.

1. "Authorized service facility" means the location or locations that serve as a repair or replacement facility for the program and supply replacements for "covered product". Selection of the "authorized service facility" will be at the sole discretion of us or the Authorized Service Representative.
2. "Covered product" means product eligible:
Wireless Phones and accessories
3. "Computer virus" means any unauthorized programming or intrusive codes that are entered by any means into covered data processing equipment, media, software, programs, systems or records and interrupt the operations of "covered product".
4. "Enrolled Customer(s)" means the customers of the Named Insured who have elected to accept the protection offered by the Named Insured as part of a sales agreement with the Named Insured and who have paid all applicable premiums due with respect to the "covered product".
5. "Loss" and "Losses" means the inability to use "covered product" as a result of a Covered Causes of Loss.
6. "Mechanical or electrical failure" means failure of "covered product" to operate due to a faulty part or workmanship when operated according to the manufacturer's instructions.
7. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or re-claimed.

Please read this policy carefully.

SECTION 1 - COVERAGE

A. INSURING AGREEMENTS AND COVERED PERILS

We will cover "loss" to "covered product" from any Covered Causes of Loss included in the following plan, as identified on the Declarations of this policy, including accessories purchased on the same bill of sale.

	Single-Device Plan (up to #)	Peril 1 Loss	Peril 2 Theft
Wireless Phones	1	x	x

SECTION 2 – EXCLUSIONS

This policy does not cover the following:

A. LOSS RESULTING FROM, OR DUE TO, DIRECTLY OR INDIRECTLY

1. Seizure or destruction of "covered product" by order of governmental authority.
2. Nuclear reaction or radiation, or radioactive contamination, however caused. If physical "loss" or damage by fire ensues, we will pay only for such ensuing "loss" or damage.
3. War, including undeclared or civil war; warlike action by a military force; or 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. Obsolescence, including technological obsolescence, or depreciation of the "covered product".
5. Manufacturer's recall; or error or omission in design, programming, or system configuration.
6. Cosmetic damage, however caused, that does not affect the manufacturer's intended use. This includes, but is not limited to cracking, marring, or scratching; change in color or other change in the exterior finish; or expansion or contraction.
7. "Loss" or damage that is covered under the manufacturer's warranty. This exclusion shall apply to any equipment submitted for repair or replacement to the warranty provider until such repair or replacement has been completed to your satisfaction.
8. "Loss" from any cause if the failure to report a claim as required by this policy prejudices our ability to handle the claim.
9. Programming, cleaning, adjusting, repairing, modifying, installing, servicing, maintaining, or performing any other work upon "covered product" that is intended to alter, improve, maintain, or enhance the performance of the product.
10. "Computer virus" or any other malicious code or similar instruction that disrupts the normal operation of the "covered product"; or results in destruction of or unsuitability of data or programs stored in the "covered product".
11. Voluntarily parting with "covered product" by the "enrolled customer" or by any person entrusted with "covered product", whether induced to do so by any fraudulent scheme, trick, device or false pretense.
12. Abuse, intentional acts, or use of the "covered product" 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.
13. Failure to do what is reasonably necessary to minimize the "loss" and to protect the "covered product" from any further "loss".
14. Insects, rodents, or other vermin.
15. Pollution or "Pollutants"
16. Normal wear and tear or any condition existing prior to date of enrollment of the "enrolled customer".
17. "Covered product" that has had its identification number removed, defaced, or altered.
18. Personalization, customization, or downloaded software and applications.

19. Unauthorized repair or replacement of "Covered Product".

B. LOSS THAT OCCURS

1. "Loss" that occurs before the product is "covered product".
2. "Loss" that occurs in any period for which the "enrolled customer" has not paid the required premium.
3. "Loss" that occurs after the effective date of cancellation of any enrollment.
4. "Loss" that occurs during the 30-day waiting period after policy inception.

SECTION 3 – LIMITS OF LIABILITY

The Named Insured's coverage under this policy is limited as described in the Limits of Liability section of the Coverage Certificate.

A. PER OCCURRENCE LIMIT

We will pay a maximum of \$1,999, less deductible listed on the Declarations, for each approved "loss".

B. AGGREGATE LIMIT

We will pay a maximum of \$1,999, less deductible(s) listed on the Declarations, for all "loss"(es) for Named Insured that occur within a rolling 12-month period.

The aggregate limit includes all losses incurred and covered by us, under any prior consecutive policy,

If you exceed the aggregate limit, coverage will be considered suspended until 30 days have passed and total amount of current "loss"(es) falls below aggregate limit.

SECTION 4 – POLICY CONDITIONS

A. POLICY CANCELLATION

The following cancellation provision applies to the policy unless a special state cancellation endorsement applies and is attached to the policy.

1. You may end your authority to enroll customers by mailing or delivering to us advance written notice of such intent. Such action will not affect any protection for customers already enrolled.
2. "Enrolled customers" may cancel their protection at any time by mailing or delivering to us advance written notice of cancellation.
3. We may terminate your authority to enroll new customers by mailing or delivering to you written notice at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
4. Such action will not affect any protection for customers already enrolled.
5. We or you may cancel the protection for a specific "enrolled customer" by mailing or delivering written notice to such customer at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
6. The party sending such notice has the responsibility of notifying the other that such notice has been sent.
7. We will mail or deliver our notice to the Named Insured's last mailing address known to us.
8. Notice of cancellation will state the effective date of cancellation. The coverage will end on that date.
9. If the protection for any specific "enrolled customer" is cancelled, we will send the Named Insured any premium paid in advance for months after the month of cancellation. The cancellation will be effective even if we have not made or offered a refund. It is the responsibility of the Named Insured to remit the proper proportion of any returned premium or premium received from "enrolled customers" but not sent to us to each "enrolled customer".
10. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. WHEN COVERAGE APPLIES

Coverage applies according to the following provisions:

1. Eligible wireless phone(s) must have an active plan on the Wireless Service Provider network.
2. Eligible product listed in the Schedule shall be covered following the expiration of any applicable "waiting period". Such "waiting period" will begin on the effective date of this policy.
3. Product we provided as a replacement to an "enrolled customer" is covered beginning once the "enrolled customer" or their representative takes possession.
4. Coverage applies only to product that has incurred "loss" or damage from those Covered Causes of Loss listed on the Declarations or Certificate during the period for which the "enrolled customer" has paid the required premium. Named Insured must provide proof of purchase verifying that product was acquired during the time coverage was in effect.
5. You must have activated the standard tracking application provided on your Equipment, keep it activated for the duration of the term of your coverage, and validate proof of your identity through your online account at the time you make a claim to be and remain eligible for Coverage.

C. CHANGES TO THE POLICY

This policy contains all the agreements between the Named Insured and us concerning the insurance afforded. The Named Insured is authorized to request changes to the terms of this policy on behalf of all "enrolled customers", but such changes shall be effected only with our consent as expressed by an endorsement written by us and attached to this policy. It is the responsibility of the Named Insured to notify all other "enrolled customers" of such change; however, the failure of the Named Insured to do so will not invalidate the change. Notice of such change to the Named Insured shall be considered notice to all "enrolled customers".

D. PREMIUMS

The Named Insured shown on the Declarations and/or Schedule:

1. Is responsible for the payment of all premiums for all customers the Named Insured has enrolled and to whom Certificates have been issued;
2. Will be the payee for any return premiums we pay;
3. Is responsible for returning any return premium to each "enrolled customer"; and
4. May contract to have a program administrator acceptable to us perform notification, premium collection and return premium duties.

E. TRANSFER OF NAMED INSURED'S RIGHTS AND DUTIES UNDER THIS POLICY

The Named Insured's rights and duties under this policy may not be transferred without our written consent.

F. CONCEALMENT, MISREPRESENTATION OR FRAUD

The coverage provided by this policy is void with respect to any "enrolled customer" who commits fraud or intentionally conceals or misrepresents a material fact concerning:

- a. This policy;
- b. The "covered product";
- c. The "enrolled customer's" interest in the "covered product"; or
- d. A claim under this policy.

G. LEGAL ACTION AGAINST US

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

- a. There has been full compliance with all terms of this policy; or
- b. The action is brought within the earliest of:
 - (1) two (2) years after the "enrolled customer" has knowledge of "loss"; or
 - (2) The termination of this policy.

H. DEDUCTIBLES

The Deductible amount shown on the Declarations is payable by the “enrolled customer” for each claim for “loss” to each “covered product”. The Deductible is nonrefundable and is based on the category of the “covered product”.

I. OTHER INSURANCE

If the “enrolled customer” has other insurance or coverage for the “covered product” as listed on this policy, this policy will apply as secondary coverage. This means that we will pay for “loss” after the other insurance pays, unless specifically excluded.

J. CONDITIONS IN THE EVENT OF LOSS

1. In the event of a covered “loss”, at our sole discretion, we will arrange for the repair or replacement of the lost, stolen or damaged “covered product”. We have no obligation to repair, replace or restore electronic data, programming or applications on the “covered product” nor are we responsible for any consequential damages arising from the loss of use of the “covered product”. Our repair of “covered product” or delivery of replacement equipment fulfills our obligation.
2. Replacement product and/or repair parts may be refurbished product and/or product of like kind and quality. Such product may be a different brand, model, and/or color and contain non-original manufacturer parts and accessories.
3. Product failure evaluations performed by our Authorized Service Representative, “authorized service facility”, and/or the manufacturer may be required prior to approval of your request for replacement of the “covered product”.
4. Unless requested otherwise by “enrolled customer” via mailing to the Authorized Service Representative, the “enrolled customer” agrees and consents to permit us to make disclosures and provide notices to the “enrolled customer” in electronic form, instead of providing such notices and disclosures in written and mailed form. The “enrolled customer’s” consent and agreement shall relate to all forms of disclosures and notices required under applicable law and shall remain valid until such time as the “enrolled customer” may exercise his or her right to revoke this consent.
5. Any rights the “enrolled customer” has against anyone causing “loss” to “covered product” are transferred to us upon our fulfillment of our duties. The “enrolled customer” shall do nothing following such “loss” to impair such rights.
6. You may, at our discretion, receive a cash settlement for “covered product”, not to exceed the replacement cost of the product, in the form of a check, ACH payment, prepaid debit/credit cards, gift card or an electronic payment.

K. DUTIES IN THE EVENT OF LOSS

1. In the event that “covered product” is lost or stolen and is a wireless phone, the “enrolled customer” must first notify the Wireless Service Provider to suspend service before submitting the claim. Proof may be required.
2. For any “loss” involving a violation or alleged violation of law or any loss of possession, the law enforcement agency with jurisdiction must be notified and we must be provided confirmation of such notification.
3. Any “loss” should be reported to us promptly. We have no obligation to respond to “loss” not reported within 30 days if such delay prejudices our ability to handle the claim.
4. All claims must be submitted through the Authorized Service Representative for our approval prior to any action on that claim. Any claims that are not submitted through the Authorized Service Representative for our approval will not be fulfilled.
5. All product for which we issue replacement product becomes our property. If “covered product” is damaged or malfunctioning, the “enrolled customer” is required to return such product at our expense. Should the “enrolled customer” be unable or unwilling to return the damaged, malfunctioning, or recovered product for which a replacement was issued, a non–return fee equal to the amount shown in the Premium, Deductible and Non-Return Fee Schedule will be charged in addition to the Deductible.
6. You must do what is reasonably necessary to prevent any further loss or damage to “covered product”.
7. If we request, you or your “enrolled customer” must provide us:

- a. A detailed proof of loss statement, a police report case number, and/or a copy of policy report;
- b. Copy of original bill of sale;
- c. Proof of identity;
- d. Proof of product usage;
- e. Affidavit of "loss";
- f. Any other reasonably requested records and documents.

Any documentation we request must be provided within 60 days of such request.

8. We have the right to inspect and examine product and records proving the "loss".
9. Any person submitting a claim must allow us to question them under oath, at such times as may be reasonably required, about any matter relating to this insurance or that claim.
10. The Named Insured and the "enrolled customer" must cooperate with us.
11. The "enrolled customer" must take delivery of replacement product or obtain the authorized repair within 30 days of claim approval by us.



Important Notice – In Witness Clause

In return for the payment of premium, and subject to the terms of this policy, coverage is provided as stated in this policy.

IN WITNESS WHEREOF, this Company has executed and attested these presents and, where required by law, has caused this policy to be countersigned by its duly Authorized Representative(s).

[]

President

[]

Corporate Secretary

QUESTIONS ABOUT YOUR INSURANCE? Your agent or broker is best equipped to provide information about your insurance. Should you require additional information or assistance in resolving a complaint, call or write to the following (please have your policy or claim number ready):

Zurich in North America
Customer Inquiry Center
1299 Zurich Way
Schaumburg, Illinois 60196-1056
1-800-382-2150 (Business Hours: 8am - 4pm [CT])
Email: info.source@zurichna.com

SANCTIONS EXCLUSION ENDORSEMENT



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

The following exclusion is added to the policy to which it is attached and supersedes any existing sanctions language in the policy, whether included in an Exclusion Section or otherwise:

SANCTIONS EXCLUSION

Notwithstanding any other terms under this policy, we shall not provide coverage nor will we make any payments or provide any service or benefit to any insured, beneficiary, or third party who may have any rights under this policy to the extent that such cover, payment, service, benefit, or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

The term policy may be comprised of common policy terms and conditions, the declarations, notices, schedule, coverage parts, insuring agreement, application, enrollment form, and endorsements or riders, if any, for each coverage provided. Policy may also be referred to as contract or agreement.

We may be referred to as insurer, underwriter, we, us, and our, or as otherwise defined in the policy, and shall mean the company providing the coverage.

Insured may be referred to as policyholder, named insured, covered person, additional insured or claimant, or as otherwise defined in the policy, and shall mean the party, person or entity having defined rights under the policy.

These definitions may be found in various parts of the policy and any applicable riders or endorsements.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

Colorado Changes



Master Policy No. Eff. Date of Policy Eff. Date of Endorsement
IM2024IM05LWCO 11/1/2024 11/1/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

COMMERCIAL INLAND MARINE COVERAGE FORM - ELECTRONIC EQUIPMENT

A. Paragraph A – POLICY CANCELLATION of SECTION 4 - POLICY CONDITIONS is replaced with the following:

A - POLICY CANCELLATION

1. If we terminate your authority to enroll new customers or modify in any way the terms and conditions of the policy, we will provide you and the “enrolled customers” 30 days prior notice.
2. You may end your authority to enroll customers by mailing or delivering to us advance written notice of such intent.

If you end your authority to enroll customers, then you shall provide written notice to each “enrolled customer”, advising them as to the termination of the policy and providing the date on which the same shall become effective. The written notice shall be delivered to each “enrolled customer” at least 30 days in advance of the date of termination.

3. “Enrolled customers” may cancel their protection at any time.
4. Notwithstanding paragraph a. above, if this policy has been in effect for:
 - (a) Less than 60 days, we may terminate your authority to enroll new customers by mailing or delivering to you written notice at least:
 - (1) 10 days before the effective date of cancellation if we terminate for nonpayment of premium;
 - (2) 30 days before the effective date of cancellation if we terminate for any other reason.
 - (b) 60 days or more, or is a renewal of a policy we issued, we may terminate your authority to enroll new customers by mailing through first-class mail to the first Named Insured written notice of cancellation:
 - (1) Including the actual reason, at least 10 days before the effective date of cancellation, if we terminate for nonpayment of premium; or
 - (2) At least 45 days before the effective date of cancellation if we terminate for any other reason.

We may only terminate your authority to enroll new customers based on one or more of the following reasons:

- (3) Nonpayment of premium;
 - (4) A false statement knowingly made by the insured on the application for insurance; or
 - (5) A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change. Such action will not affect any protection for customers already enrolled.
5. Notwithstanding paragraph a. above, we may cancel the protection for a specific “enrolled customer”:
 - (a) By providing 15 days notice if we cancel for:

(1) Nonpayment of premium; or

(2) Discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim under the policy.

(b) Immediately when an “enrolled customer” ceases or cancels the active communication service with the Wireless Service Provider.

6. If the protection for any specific “enrolled customer” is cancelled, we will send the Named Insured any premium paid in advance for months after the month of cancellation. The cancellation will be effective even if we have not made or offered a refund. It is the responsibility of the Named Insured to remit the proper proportion of any returned premium or premium received from “enrolled customers” but not sent to us to each “enrolled customer”.

7. Whenever notice is required pursuant to this section, it shall be in writing and may be mailed or delivered to you at your and to the “enrolled customers” last known mailing addresses.

If notice is mailed, we shall maintain proof of mailing in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service.

Alternatively, we may comply with any notice required by this section by providing electronic notice to you or the affected “enrolled customers”, as the case may be, by electronic means to the last known email address provided by you and each “enrolled customer”. If notice is accomplished through electronic means we shall maintain proof that the notice was sent.

Any notice of cancellation or termination of authority will state the effective date of cancellation or termination.

B. Paragraph **F – CONCEALMENT, MISPRESENTATION, OR FRAUD** of Section **4 - POLICY CONDITIONS** is replaced with the following:

F - CONCEALMENT, MISREPRESENTATION OF FRAUD

We will not pay for any “loss” or damage in any case of:

a. Concealment or misrepresentation of a material fact; or

b. Fraud; **committed by you or any “enrolled customer” at any time and relating to coverage under this policy.**

All other terms and conditions of the policy remain the same.