

Your Guide to Benefit describes the benefit in effect as of 11/1/2015. Benefit information in this guide replaces any prior benefit information you may have received. Please read and retain for your records. Your eligibility is determined by your financial institution.

## YOUR GUIDE TO CARD BENEFIT



# Visa Card Cellular Telephone Protection

For more information about the benefit described in this guide, call the Benefit Administrator at 1-866-894-8569, or call collect outside the U.S. at 303-967-1096.

For questions about your account, balance or rewards points please call the customer service number on your Visa card statement.

### Benefit Information

#### What is this benefit?

Cellular Telephone Protection will reimburse you, the enrolled Visa cardholder, for damage to or theft of an eligible Cellular Wireless Telephone.

#### Who is eligible for this benefit?

You must be a valid cardholder of an eligible U.S. issued Visa card enrolled in the Cellular Telephone Protection benefit and charge your monthly Cellular Wireless Telephone bills to your eligible Visa card. Only Cellular Wireless Telephones purchased by the cardholder will be covered.

#### What is covered?

This benefit is supplemental coverage, which means that it will reimburse you for cell phone theft or damage not otherwise covered by another insurance policy (for example; cell phone insurance programs, or your homeowner's, renter's, automobile, or employer's insurance policies). Once all other insurance has been applied, Cellular Telephone Protection will cover the damage or theft up to **\$250.00** per claim, subject the terms, conditions, exclusions, and limits of liability of this benefit as well as the fifty-dollar (\$50.00) deductible.

Your maximum reimbursement amount is **\$250.00** per claim, and **\$500.00** per twelve (12) month period. You will receive no more than the original purchase price of the phone less your fifty-dollar (\$50.00) deductible.

You are covered for a maximum of two (2) claims per twelve (12) month period for a maximum of **\$500.00** per twelve (12) month period.

Coverage applies to both your primary cell phone line and up to the first two (2) secondary additional or supplemental lines (as listed on your cellular provider's monthly billing statement for the billing cycle before the month in which the theft or damage occurred).

#### When does coverage begin?

Cellular Telephone Protection begins the first day of the calendar month after a monthly payment of the cell phone bill is made with your eligible Visa card.

### **What is not covered?**

The following is not covered by Cellular Phone Protection:

- Cell phones purchased by someone other than you, the Visa cardholder
- Cell phone accessories other than standard battery and/or standard antenna provided by the manufacturer
- Cell phones purchased for resale, professional, or commercial use
- Cell phones that are lost or “mysteriously disappear,” meaning that the phone vanished in an unexplained manner without evidence of a wrongful act by a person or persons
- Cell phones under the care and control of a common carrier (including, but not limited to, the U.S. Postal Service, airplanes, or delivery service)
- Cell phones stolen from baggage unless hand-carried and under your personal supervision, or under the supervision of your traveling companion
- Cell phones stolen from a construction site
- Cell phones which have been rented, leased, borrowed or are part of a pre-paid or “pay as you go” type plans
- Cosmetic damage to the cell phone or damage that does not impact its ability to make or receive calls
- Damage or theft resulting from abuse, intentional acts, fraud, hostilities of any kind (including, but not limited to war, invasion, rebellion, or insurrection), confiscation by the authorities, risks of contraband, illegal activities, normal wear and tear, flood, earthquake, radioactive contamination, or damage from inherent product defects or vermin
- Damage or theft resulting from misdelivery or voluntary parting with the cell phone
- Replacement cell phones not purchased from a cellular service provider’s retail or online store
- Taxes, delivery and transportation charges, and any fees associated with the cellular service provider

**Please Note:** If you fail to make a cell phone bill payment in a particular month, your coverage will be suspended. Coverage will resume on the first day of the month after the date of any future cell phone bill payment with your eligible Visa card.

### **Should I keep copies of receipts or any other records?**

Yes. If you want to file a claim, you will need copies of your Visa card statement reflecting your monthly cell phone bill payments during the time of the damage or theft, as well as your store receipt for purchase of your new cell phone.

## **Filing a Cellular Telephone Protection Claim**

### **How do I file a claim?**

1. **Call the Benefit Administrator at 1-866-894-8569, or call collect outside the U.S. at 303-967-1096 within sixty (60) days** of damage or theft. The Benefit Administrator will ask you for some preliminary claim information and send you the appropriate claim form. **Please Note: If you do not notify the Benefit Administrator within sixty (60) days after the damage or theft, your claim may be denied.**

2. **Return the completed and signed claim form with all requested documentation within ninety (90) days of the date of damage or theft to the address provided.**

**Please Note:** If you do not provide this information to the Benefit Administrator within (90) days after the damage or theft, your claim may be denied.

#### **What documents do I need to submit with my claim?**

- Copies of your Visa card statement showing that the entire monthly payment for the cell phone bill was made the month prior to the date of damage or theft
- A copy of your cellular wireless service provider billing statement that corresponds with the above Visa card statement
- A copy of the original cell phone purchase receipt or other sufficient proof, as determined by the Benefit Administrator, of the cell phone model currently linked to your account
- If the claim is due to theft or criminal action, a copy of the police report **filed within forty-eight (48) hours of the event**
- If the claim is due to damage, a copy of your insurance claim or other verification as requested by the Benefit Administrator. Other requested verification may include:
  - An itemized repair estimate from an authorized cell phone repair facility
  - The cell phone, for evaluation of its damage
  - An itemized store receipt for a replacement cell phone showing purchase at a cellular service provider's retail or online store
- If the claim amount is less than your personal homeowner's, renter's, or automobile insurance deductible, a copy of your policy's personal Declarations Page is sufficient for your claim. "Declarations Page" means the document(s) in your insurance policy that lists names, coverages, limits, effective dates and deductibles. If the claim amount is greater than your personal homeowner's, renter's, or automobile insurance deductible, you are required to file a claim with your insurance company and submit a copy of any claims settlement from your insurance company along with your claim form.
- Documentation (if available) of any other claim settlement
- Any other documentation deemed necessary, in the Benefit Administrator's sole discretion, to substantiate your claim. All claims must be fully substantiated as to the time, place, cause, and purchase price of the Cellular Wireless Telephone.

#### **How will I be reimbursed?**

Depending on the nature and circumstances of the damage or theft, the Benefit Administrator may choose to repair or replace your cell phone or reimburse you for the lesser of:

- a) **\$250.00** excess of the fifty-dollar (\$50.00) deductible; or
- b) The current suggested retail price of a similar quality replacement cell phone (not including taxes, delivery and transportation charges or fees associated with the service provider), less your fifty-dollar (\$50.00) deductible.

Under normal circumstances, reimbursement will take place within ten (10) business days of receipt and approval of your claim form and all necessary documents.

**Please Note:** Cellular Telephone Protection is subject to a maximum of two (2) claim occurrences per twelve (12) month period.

### **ADDITIONAL PROVISIONS FOR CELLULAR TELEPHONE PROTECTION**

This protection provides benefits only to you the eligible Visa cardholder. You shall use due diligence and do all things reasonable to avoid or diminish any loss or damage to the cell phone from damage or theft. This provision will not be applied unreasonably to avoid claims.

If you make any claim knowing it to be false or fraudulent in any respect including, but not limited to, the cost of repair services, no coverage shall exist for such claim and the Cellular Telephone Protection benefits may be canceled. Each cardholder agrees that representations regarding claims will be accurate and complete. Any and all relevant provisions shall be void in any case of fraud, intentional concealment, or misrepresentation of material fact.

Once you report an occurrence of damage or theft, a claim file will be opened and shall remain open for six (6) months from the date of the damage or theft. No payment will be made on a claim that is not completely substantiated in the manner required by the Benefit Administrator within six (6) months of the date of damage or theft.

After the Benefit Administrator has paid your claim, all your rights and remedies against any party in respect of this claim will be transferred to the Benefit Administrator to the extent of payment made to you. You must give all assistance as may be reasonably necessary to secure all rights and remedies.

No legal action for a claim may be brought against the Provider until sixty (60) days after the Benefit Administrator receives all necessary documentation needed to substantiate damage or theft. After the expiration of three (3) years from the time written Proof of Loss was to be provided, no action shall be brought to recover on this benefit. Further, no legal action may be brought against the Provider unless the terms and conditions of this Guide to Benefit have been complied with fully.

This benefit is provided to eligible Visa cardholders at no additional cost. The terms and conditions contained in this Guide to Benefit may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide to Benefit mailings, statement inserts, or statement messages. The benefit described in this Guide to Benefit will not apply to Visa cardholders whose accounts have been suspended or canceled. The Cellular Telephone Protection described in this Guide to Benefit will not apply to cardholders whose applicable Visa card account(s) are closed, delinquent, or otherwise in default.

Termination dates may vary by financial institutions. Your financial institution can cancel or non-renew the benefit, and if they do, you will be notified at least thirty (30) days in advance. This information describes the benefit provided to you as a Visa cardholder. Indemnity Insurance Company of North America ("Provider") is the underwriter of this benefit and is solely responsible for its administration and claims. The Benefit Administrator provides services on behalf of the Provider.

FORM #VCELLPHONE – 2013 (04/14)

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