

This information is a description of the benefit provided to You as a cardholder. It is insured by Indemnity Insurance Company of North America. This benefit and description supersedes any benefit and description you may have received earlier regarding Cellular Telephone Protection. Please read and retain for your records. All monetary denominations appearing herein represent U.S.

# Cellular Telephone Protection Guide to Benefit

*Effective 10/01/2016*

## **What is Cellular Telephone Protection?**

Subject to the terms and conditions provided in this Guide to Benefit, Cellular Telephone Protection will reimburse the eligible Wells Fargo credit card cardholder (the "Cardholder", also referred to as "You" or "Your") for damage to or theft of Eligible Cellular Wireless Telephones. Eligible Cellular Wireless Telephones are limited to the primary line and up to the first three additional, or supplemental lines as listed on Your cellular provider's monthly billing statement for the billing cycle preceding the month in which the theft or damage occurred. Cellular Telephone Protection is subject to a twenty-five dollar (\$25.00) deductible per claim and a maximum of two (2) claims per twelve (12) month period. The maximum benefit limit is \$600.00 per claim and \$1,200.00 per twelve (12) month period.

## **Who is eligible for this protection?**

To be eligible for Cellular Telephone Protection, You must be a valid Cardholder of an eligible U.S.-issued Wells Fargo credit card and charge Your monthly Cellular Wireless Telephone bills to Your covered Wells Fargo card. Following the program effective date set forth above, Your Cellular Telephone Protection begins the first day of the calendar month following the payment of the Cellular Wireless Telephone bill using an eligible Wells Fargo credit card. If a Cardholder fails to make a Cellular Wireless Telephone bill payment in a particular month, the Cellular Telephone Protection is suspended until the first day of the calendar month following the date of any future Cellular Wireless Telephone bill payment with an eligible Wells Fargo credit card while the Cellular Telephone Protection Benefit continues to be offered.

## **What type of protection is this?**

Cellular Telephone Protection is supplemental to and excess of valid and collectible insurance or indemnity (including, but not limited to, Cellular Wireless Telephone insurance programs, homeowner's, renter's, automobile, or employer's insurance policies). After all insurance or indemnity has been exhausted, Cellular Telephone Protection will cover the damage or theft up to \$600.00 per claim subject to the terms, conditions, exclusions, and limits of liability of this benefit as well as the twenty-five dollar (\$25.00) deductible. The maximum limit of liability is \$600.00 per claim occurrence, and \$1,200.00 per twelve (12) month period. You will receive no more than the value of the original phone or a replacement phone with similar features and functionality, less your twenty-five dollar (\$25.00) deductible as recorded on Your documents.

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

- Cellular Wireless Telephone accessories other than standard battery and/or standard antenna provided by the manufacturer.
- Cellular Wireless Telephones purchased for resale, professional, or commercial use.
- Cellular Wireless Telephones that are lost or "mysteriously disappear." "Mysterious disappearance" means the vanishing of an item in an unexplained manner where there is absence of evidence of a wrongful act by a person or persons.

- Cellular Wireless Telephones under the care and control of a common carrier (including, but not limited to, U.S. Postal Service, airplanes, or delivery service).
- Cellular Wireless Telephones stolen from baggage unless hand-carried and under Your personal supervision, or under the supervision of Your traveling companion who is previously known to You.
- Cellular Wireless Telephones stolen from a construction site.
- Cellular Wireless Telephone which has been rented, or borrowed or Cellular Wireless Telephones that are received as part of a pre-paid plan.
- Cosmetic damage to the Cellular Wireless Telephone or damage that does not impact the Cellular Wireless Telephone's ability to make or receive phone 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 Cellular Wireless Telephone.
- Replacement Cellular Wireless Telephone not purchased from a cellular service provider's retail or Internet store or other authorized cell phone retailer.
- Taxes, delivery and transportation charges and any fees associated with the service provider.

#### **Do I need to keep copies of receipts or any other records?**

Yes. If You want to file a claim, You will need copies of Your card statement reflecting monthly Cellular Wireless Telephone bill payments during the time of the damage or theft and Your store receipt for purchase of Your new Cellular Wireless Telephone.

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

Call the benefit administrator at 866-804-4770 (or collect at 303- 967-1096) within sixty (60) days of damage or theft. ***Please note: If You do not give such notice within sixty (60) days after the damage or theft Your claim may be denied.*** The benefit administrator representative will ask You for some preliminary claim information and send You the appropriate claim form. **This claim form must be completed, signed, and returned with all the requested documentation within ninety (90) days from the date of damage or theft of the Eligible Cellular Wireless Telephone or Your claim may be denied.**

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

- Your completed and signed claim form.
- Copies of Your card statement reflecting monthly Cellular Wireless Telephone payments for the month preceding the date of damage or theft.
- A copy of Your current wireless service provider billing statement.
- A document from the Cellular Wireless Telephone provider or other sufficient proof, as determined by the benefit administrator, that the telephone you are claiming is currently linked to your Cellular Wireless Telephone account.
- If the claim is due to theft or criminal action, a copy of the police report.
- The benefit administrator may in its sole discretion require (a) an itemized estimate of repair from an authorized Cellular Telephone repair facility or (b) the Cardholder to submit the Cellular Wireless Telephone to the benefit administrator to evaluate the damage or (c) an itemized store receipt for the replacement Cellular Wireless Telephone showing the purchase was made at a cellular service provider's retail or Internet store (for example Verizon Wireless, Sprint Wireless, etc.) or other authorized cell phone retailer.
- Documentation (if available) of any other settlement of the claim.

- 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, at its sole discretion, may choose to repair or replace the Cellular Wireless Telephone or reimburse the Cardholder for the lesser of a) \$600.00 excess of the twenty-five dollar (\$25.00) deductible; or b) the current suggested retail price of a replacement Cellular Wireless Telephone of like kind and quality, excluding taxes, delivery and transportation charges and any fees associated with the Cellular Wireless Telephone service provider less the twenty-five dollar (\$25.00) deductible.

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

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

### **Additional Benefit Provisions for Cellular Telephone Protection:**

The Cellular Telephone Protection benefit is provided to eligible Wells Fargo Cardholders in accordance with the policy underwritten by Indemnity Insurance Company of North America (the "Provider"). Cellular Telephone Protection is subject to the terms and conditions outlined herein, including stated restrictions, limitations, and exclusions. The terms and conditions outlined herein do not constitute a policy of insurance.

You shall use due diligence and do all things reasonable to avoid or diminish any theft or damage to property protected by this benefit. This provision will not be unreasonably applied to avoid claims.

If You make any claim knowing it to be false or fraudulent in any respect, no coverage shall exist for such claim and Your benefit 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 Provider 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 damage or theft will be transferred to the Provider to the extent of the cost of the benefit administrator's payment to You. You shall give the benefit administrator any assistance necessary to secure the Provider's rights and remedies—including the execution of all documents as reasonably requested by the benefit administrator and the Provider shall be entitled at its own expense to bring suit in Your name.

No legal action for a claim may be brought against this Cellular Telephone Protection Benefit until sixty (60) days after the benefit administrator receives all necessary documentation needed to substantiate damage or theft. No legal action against this Cellular Telephone Protection Benefit may be brought more than two (2) years after the time for giving proof of damage or theft. Further, no legal action may be brought against the Cellular Telephone Protection Benefit unless You have complied fully with all the terms and conditions outlined herein.

The Cellular Telephone Protection described in this Guide to Benefit will not apply to Cardholders whose applicable Wells Fargo credit card account(s) are closed, delinquent or otherwise in default.

This benefit is provided to eligible Wells Fargo Cardholders at no additional cost. The terms and conditions contained in this Guide to Benefit may be modified by subsequent endorsements. All such

modifications to the terms and conditions may be provided via additional Benefit Guide mailings, statement inserts, statement messages or through online updates that can be accessed at [www.wellsfargo.com/cellphone](http://www.wellsfargo.com/cellphone), however, the website address may be changed upon prior written or electronic notice to You.

Termination dates may vary. The benefit can be cancelled or non-renewed, and if it is, You will be notified at least thirty (30) days in advance. In the event a substantially similar Cellular Telephone Protection takes effect without interruption, no such notice is necessary and none shall be provided to You.

In the event of cancellation or non-renewal, the Cellular Telephone Protection will still apply to transactions made prior to the date of such cancellation or non-renewal provided all other terms and conditions of the benefit are met.