

This Guide to Benefits describes the benefits in effect as of 4/1/2017.  
Please read and retain for your records.



## Guide to Benefits Wells Fargo Propel American Express® Card

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

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### Terms of Service for Emergency Assistance

This document details the Emergency Assistance services provided by AXA Assistance USA ("AXA") and for which You may be eligible as described herein.

#### I. General Terms

**Eligibility:** In order to be eligible for the services and benefits described below, offered by Wells Fargo Bank, N.A., through AXA, You must be a Cardholder with an Active Card as defined below.

**Duration of Coverage:** The coverage period of the services described herein, rendered by AXA on behalf of Wells Fargo Bank, N.A., runs concurrent with the validity of your Wells Fargo Propel American Express® Card Account. If for any reason your Wells Fargo Propel American Express® Card account is terminated or cancelled, your eligibility to receive the services described herein will be immediately canceled.

**Access:** The services and benefits offered in this program will be arranged by AXA.

The benefits described herein are non-transferable.

**Availability of Services:** Services are available worldwide and are subject to the limitations set out in the terms and conditions, below. In no event will the services be available in any country or territory which is the subject of governmental or quasi-governmental economic or political sanctions, which may be involved in an international or internal conflict, or where the existing infrastructure is deemed inadequate by AXA to guarantee service.

**For 24-hour emergency assistance, call:**

Toll Free: 1-855-327-1403

Worldwide Collect: 630-694-9750

## II. General Definitions

**Card** means the Wells Fargo Propel American Express® Card.

**Covered Person** means a Cardholder; or such Cardholder's spouse living at the same address as the Cardholder; or a dependent child under the age of nineteen (19) or under the age of twenty-three (23) in the case of a dependent full-time college student, in either case who resides permanently with the Cardholder.

**Cardholder** means a holder of a Wells Fargo Propel American Express® Card whose name is embossed, printed or otherwise affixed on a Card, or who has entered into an agreement with Wells Fargo Bank, N.A., for the extension of credit to be used to purchase goods and services from merchants participating on the American Express network.

**Active Card** means a Card with at least one (1) purchase transaction, other than a balance transfer, but including cash access, within the last 30 days and during the Duration of Coverage period in effect when the assistance services are requested.

## III. Content of the Assistance Services Provided

There are four components of the Emergency Assistance program:

### 1. Medical Emergency Assistance

AXA Assistance can refer the Cardholder to preferred providers including primary care physicians, clinics and hospitals all over the world. Primary care physicians are defined as the following: family practitioners, general practitioners, internists, ophthalmologists, obstetricians/gynecologists, orthopedists, and pediatricians. The user will be given the name, address, telephone number, office hours, and if applicable, language(s) spoken by the provider. The nature of the situation, location of the caller, and time of the day will influence whether a referral is made to an individual provider or to a hospital/emergency care facility. AXA Assistance will also provide referrals to medical specialists in major cities and nearby areas using specific selection criteria. Specialists are defined as physicians other than those previously identified as primary care physicians. Some examples of specialists include allergists, cardiologists and endocrinologists.

### 2. Legal Emergency Assistance

AXA Assistance provides referrals to lawyers or other legal service providers including the provider's name, address, telephone number, office hours, specialty and language resources. Whenever AXA Assistance has sufficient information to do so, we shall refer the Cardholder to two or more legal professionals so that the Covered Person may have the benefit of choosing the legal professional. AXA Assistance uses reasonable efforts to ensure that

its referrals are legal service providers who meet the professional standards of the country or city where the traveler is located.

### **3. Personal Assistance**

Available 24/7, both pre-travel and during trip, AXA Assistance is able to quickly provide the following information upon a Cardholder's request.

- Passport, visa, and immunization/inoculation requirements;
- Foreign currency exchange rates;
- Weather forecasts and average seasonal temperatures;
- Embassy and Consular referrals;
- General information on local customs;
- General information on business etiquette;
- Information on national holidays and standard business hours;
- Travel advisories & customs information;
- Local voltage information

### **4. Travel Oriented Assistance**

- Referrals to Interpreters: AXA Assistance shall make the necessary arrangements to provide the Cardholder with an interpreter. (To be charged to the Cardholder's account and subject to authorization by Wells Fargo Bank, N.A.).
- Urgent message relay: AXA will relay emergency messages to or from the Covered Person to family members or colleagues 24 hours a day.
- Cash/Bail assistance: Emergency funds will be arranged and made available to the Covered Person in the event money is lost, stolen, or inaccessible due to banking holidays, etc. AXA will also assist with the payment of legal fees, as well as secure and post bail bonds when required (to be charged to Cardholder's account and subject to authorization by Wells Fargo Bank, N.A.).
- Luggage Assistance: AXA Assistance shall assist the Covered Person locating lost luggage and shall provide to the Covered Person regular updates on the location status.

### **Cost of the Assistance Services Provided**

Most of the assistance services are offered to Covered Persons at no cost. However, according to circumstances and depending on the nature of the requested service, AXA Assistance may have to make cash advances against the Cardholder's account, subject to the Cardholder's approval. In this case, the advanced payment and associated delivery fees are reimbursed to AXA Assistance USA through the debit of the Cardholder's Card account, subject to prior approval by Wells Fargo Bank, N.A.

### **Terms & Conditions for Roadside Assistance Tier 1**

This document details the assistance services provided by AXA Assistance USA ("AXA Assistance") and for which you may be eligible as described herein.

**Eligibility:** In order to be eligible for the services and benefits described below, offered by AXA Assistance through Wells Fargo Bank, N.A. you must be a Covered Person as defined below.

**Duration of Coverage:** The coverage period of the services described herein, rendered by AXA Assistance on behalf of Wells Fargo Bank, N.A., and runs concurrent with the validity of your Wells Fargo Propel American Express® Card account. If for any reason your Wells Fargo Propel American Express® Card account is terminated or canceled, your eligibility to receive the services described herein will be immediately canceled.

**Access:** The services and benefits offered in this program will be arranged by AXA. The benefits described herein are non-transferable.

**Availability of Services:** AXA Assistance's services are available worldwide, with the exception of those countries and territories which are the subject of governmental or quasi-governmental economic or political sanctions, which may be involved in an international or internal conflict, or where the existing infrastructure is deemed inadequate by AXA Assistance to guarantee service.

**24-Hour Toll-Free Access Worldwide:** To facilitate obtaining the services, AXA Assistance will offer multi-lingual telephonic and facsimile access, where available 24 hours a day, 365 days a year. The access will be available for Wells Fargo Bank, N.A. and its eligible Cardholders.

**For 24 hour emergency assistance call:**

Toll Free number: 1-855-327-1403

Collect number: 630-694-9750

**Covered Person** means a Cardholder; or such Cardholder's spouse living at the same address as the Cardholder.

**Cardholder** means a person who has entered into an agreement with Wells Fargo Bank, N.A. establishing an account which entitles such person to make purchases at merchants using a card or other payment method or device issued by Wells Fargo Bank, N.A. in the United States under license from American Express.

## **American Express Roadside Assistance Tier 1**

### **Content of the Assistance Services**

**24-Hour Roadside Assistance Services include:**

#### **Towing, Emergency Roadside Repairs**

If the Vehicle is immobilized due to:

1. An accident or;
2. A breakdown,

Then AXA Assistance will activate mechanics and/or towing

contractors to the place of incidence for roadside repairs or will recover the Vehicle to the nearest authorized AXA Assistance repairer or a safe storage place. All costs relating to this service shall be borne directly by the Cardholder. Any advanced payments and associated delivery fees shall be reimbursed to AXA Assistance through the debit of the Cardholder's Wells Fargo Propel World American Express® Card.

**Geographical Territory** means United States, Canada and Puerto Rico.

**Vehicle** means an automobile, motorcycle or "RV" owned by or under the control of the Cardholder.

### **Repatriation of Vehicle**

While driving outside the United States but within the Geographical Territory, if the Vehicle, following an accident or breakdown, is immobilized, and the Cardholder decides to have the Vehicle repatriated to the Cardholder's country of residence, the Cardholder shall contact AXA Assistance who will then arrange for the Vehicle to be repatriated back to the residence of the Cardholder. All costs relating to this service shall be borne directly by the Cardholder. The advanced payment and associated delivery fees are reimbursed to AXA Assistance through the debit of the Cardholder's Wells Fargo Propel American Express® Card.

### **Hotel Accommodation Assistance**

If the Vehicle, following accident or breakdown, is immobilized and the circumstances require the Cardholder to stay until completion of emergency repairs, the Cardholder may contact AXA Assistance to arrange for hotel accommodation. All costs relating to this benefit will solely be borne by the Cardholder. The advanced payment and associated delivery fees shall be reimbursed to AXA Assistance through the debit of the Cardholder's Wells Fargo Propel American Express® Card.

### **Alternative Transport Assistance**

If the Vehicle is verified immobilized by an authorized mechanic due to an accident or breakdown, AXA Assistance can arrange for an appropriate mode of transport for the Cardholder to complete his/her journey to the planned destination. Alternatively, AXA Assistance can also arrange for an appropriate mode of transport for the Cardholder to return to their residence upon an accident or a breakdown. All costs relating to this benefit will solely be borne by the Cardholder. The advanced payment and associated delivery fees are reimbursed to AXA Assistance through the debit of the Cardholder's Wells Fargo Propel American Express® Card.

### **Cost of the Assistance Provided**

Most of the assistance services (ex. dispatch of towing/repair service or arrangement for alternate forms of transportation) are offered to the Cardholder at no cost. All service costs incurred for the actual towing and repairs or other service costs (ex. hotel accommodations) are the responsibility of the Cardholder. Additionally, according to circumstances and depending on

the nature of the requested service, AXA may have to provide cash advances against the Cardholder's account, subject to the Cardholder's approval. In this case, the advanced payment, and associated delivery fees are reimbursed to AXA through the debit of the Cardholder's Wells Fargo Propel American Express® Card, subject to prior approval by Wells Fargo Bank, N.A. In the event approval for the charge is not granted by Wells Fargo Bank, N.A. the payment coverage/monetary advance will not be provided.

### **North America Car Rental Loss & Damage Insurance:**

Provides coverage in excess of other insurance against damage to or loss of a rental vehicle. Coverage applies when the entire rental fee is charged to your Card.

#### **Benefit Information:**

Toll Free: 1-855-327-1403

Worldwide Collect: 630-694-9750

Claims: 1-855-830-3727

Fax: 1-855-830-3728

Available: 8:00 a.m. – 8:00 p.m. EST Monday – Friday

8:00 a.m. – 12 noon EST Saturday

At all other times, including holidays, a telephone call-in service is provided.

### **Terms and Conditions Covering North America Car Rental Loss & Damage Insurance**

Certain limitations and exclusions apply.

### **Excess Automatic Loss Damage Reimbursement Summary of Coverage**

#### **Definitions You Should Know:**

**Insured:** Insured means a Cardholder who charges the entire cost of a Rented Automobile using his/her Card.

**Cardholder:** Cardholder means a holder of a Wells Fargo Propel American Express® Card whose name is embossed, printed or otherwise affixed on a Card, or who has entered into an agreement with Wells Fargo Bank, N.A. for the extension of credit to be used to purchase goods and services from merchants participating on the American Express network.

**Card:** Card means a Wells Fargo Propel American Express® Card.

**Rented Automobile:** Rented Automobile means a four-wheeled private passenger type motor vehicle or a mini-van manufactured and designed to transport a maximum of seven passengers and used exclusively to carry passengers. A Rented

Automobile must be designed for travel on public roads and rented from a Licensed Rental Agency. Off-road, antique or limited-edition vehicles are excluded, as are trucks, recreational vehicles, campers, pickup trucks and minibuses.

**Damage or Loss:** Damage or Loss means direct and accidental loss to a Rented Automobile.

**Actual Cash Value:** Actual Cash Value means the cost to repair or replace the Rented Automobile at the time of the Damage or Loss, less depreciation.

**Licensed Rental Agency:** Licensed Rental Agency means a commercial automobile rental company licensed under the laws of the applicable jurisdiction.

**Excess Coverage:** Excess Coverage means that the Insured will be reimbursed only for losses/expenses not covered by other plans or programs, such as a partial collision damage waiver, any personal auto insurance, employer's auto insurance or reimbursement plan or other sources of insurance. When these other plans apply, an Insured must first seek payment or reimbursement from such plans, and receive a determination based on the stated terms of such other plans, that any such plans do not provide complete coverage, prior to such time as the Insured can be reimbursed through Excess Coverage.

**The Plan:** As an eligible Insured, the Cardholder may receive reimbursement for repair or replacement of the Rented Automobile as a result of Damage or Loss to the Rented Automobile anywhere in the United States & Canada. Reimbursement will be on an Actual Cash Value basis, for loss for which the Insured is responsible. This coverage applies provided the entire rental fee for the Rented Automobile, less redeemable certificates, vouchers, coupons, or points has been charged to your Card.

**Eligibility:** This Damage or Loss protection is provided to you, as an Insured, automatically when, and only when, the entire rental fee for the Rented Automobile is charged to your Card, provided however, You reject, at the time of rental, any coverage against Damage or Loss available from the Licensed Rental Agency. It is not necessary for You to notify Wells Fargo Bank, N.A., the administrator or the Federal Insurance Company (the "Company") at the time the rental fee is charged to your Card.

**The Cost:** This coverage is provided at no additional cost to eligible Insureds under the Master Policy #99073174 issued to American Express Travel Related Services Company, Inc., by the Company.

**Length of Coverage:** The coverage period will not exceed thirty-one (31) consecutive days.

**Amount of Insurance:** The Company's liability will be for a maximum reimbursement of \$50,000 per rental. From the amount of reimbursement due the Insured, the amount of any

valid and collectible insurance will be deducted. In no event will the Company be liable beyond the amounts actually paid by the Insured. The insured must file a claim with their primary insurance as this policy is Excess Coverage.

**Exclusions:** Coverage does not apply to Damage or Loss resulting from the following:

- Any dishonest, fraudulent, or criminal act of the Insured.
- Forgery by the Insured.
- Damage or Loss due to war or confiscation by authorities.
- Damage or Loss due to nuclear reaction or radioactive contamination.
- The Insured being intoxicated, as defined by the laws of the jurisdiction where the loss occurred, or under the influence of any narcotic unless prescribed by a physician.
- Intentional damage to the Rented Automobile by the Insured.
- Damage which is due and confined to wear and tear, freezing, mechanical or electrical breakdown or failure, unless such damage results from a theft covered by the plan.
- Damage to tires unless damaged by fire, malicious mischief or vandalism, or stolen, or unless the damage be coincident with a covered Damage or Loss.
- Use of the Rented Automobile to carry passengers and property for hire.
- Use of the Rented Automobile in tests, races or contests.
- Use of the Rented Automobile by a person other than the one authorized to operate the Rented Automobile by the terms of the Rental Agreement.
- The Rented Automobile being operated or located in any territory prohibited by the terms of the Rental Agreement.
- Loss of use of the Rented Automobile.

**Vehicles NOT covered.**

- Trucks, recreational vehicles, campers, pickup trucks and mini-buses.
- Limited-edition motor vehicles which are defined as high-value, exotic, high-performance or collector-type vehicles.
- High-value motor vehicles which are defined as motor vehicles whose replacement value exceeds \$50,000.
- Antique motor vehicles which are defined as any vehicle over 25 years old, or any vehicle which has not been manufactured for 10 years or more.

**Effective Date.** This plan is effective 09/16/13 and will cease on the date the Master Policy #99073174 terminates (in which case You will be notified by Wells Fargo Bank, N.A.), or on the date You no longer qualify as an eligible Insured (i.e., on the date your Card account terminates or ceases to be in good standing), or on the expiration date of the applicable coverage period for the Insured, whichever occurs first.

**Misrepresentation and Fraud.** Coverage of the Insured will be void if, at any time, the Insured has concealed or misrepresented any material fact or circumstance concerning this coverage or the subject thereof or the interest of the Insured herein, or in case of any fraud or false swearing by the Insured relating thereto.

**Claim Procedure.** The Insured must send the Company written notice of a claim, including the Insured's name and policy number, within 45 days after Damage or Loss occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. In addition, the Insured must send the following information to the Company or its authorized representative:

- A copy of the Card account statement showing the charge for the Rented Automobile.
- A copy of the automobile rental agreement.
- A copy of the police report pertaining to Damage or Loss.
- A copy of the initial claim report submitted to the Licensed Rental Agency.
- A copy of the paid claim presented by the Licensed Rental Agency for the Damage or Loss for which the Insured is responsible.
- Proof of submission of the Damage or Loss to, and the results of any settlement or denial by, the applicable insurance carrier(s).
- If no other insurance is applicable, a notarized statement from the Insured to that effect.

**To File a Claim.** To obtain a claim form contact the Claim Administrator, Broadspire, a Crawford Company. Complete all items on the required claim form, attach all appropriate documents, and mail or fax to: Broadspire, a Crawford Company, P.O. Box 4090, Atlanta, GA 30302, phone number 1-855-830-3727, fax number 1-855-830-3728.

**For Insureds Who are New York State Residents.** To the extent that this plan provides insurance against damage to a rented motor vehicle, the following additional terms and conditions apply: (1) The period of insurance coverage will not exceed thirty-one (31) consecutive days; (2) The insurance provided by this plan will be Excess Coverage over any other valid and collectible insurance covering the rented motor vehicle. However, the insurance provided under this plan may be primary if specifically provided for under the terms of this plan and if the following criteria are met: (a) The motor vehicle is rented for use outside the United States, its territories and possessions; and (b) The motor vehicle is rented without a driver. All other terms and conditions which do not conflict with this paragraph continue to apply.

Coverage is underwritten by Federal Insurance Company, a member insurer of the Chubb Group of Insurance Companies. 15 Mountain View Road, P.O. Box 1615, Warren, NJ 07061-1615.

As a handy reference guide, please read this document and keep it in a safe place with your other insurance documents.

This Summary of Coverage is not a contract of Insurance but is simply an informative statement to eligible Insureds of the principal provisions of the insurance while in effect. Complete provisions pertaining to this plan of insurance are contained in Master Policy #99073174, Excess Loss Damage Waiver on file with American Express Travel Related Services Company, Inc., and available from Wells Fargo Bank, N.A. The benefits of the Policy providing coverage are governed primarily by the law of a state other than Florida. If this plan does not conform to your state statutes, it will be amended to comply with such laws. If a statement in this Summary of Coverage and any provision in the Policy differ, the Policy will govern.

## **Cellular Telephone Protection**

Cellular Telephone Protection can reimburse the eligible Wells Fargo Consumer credit card cardholder for damage to or theft of a cellular wireless telephone. Eligible Cellular Wireless Telephones are limited to the primary line and up to the first three additional lines as listed on your provider's monthly statement. Cellular Telephone Protection is subject to a \$25 deductible per claim and a maximum of 2 claims per 12 month period. The maximum benefit limit is \$600 per occurrence and \$1,200 per 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 a \$25 deductible. **This benefit does not cover cellular telephones that are lost.** This protection is only available when cell phone bills are paid from your Wells Fargo Consumer Credit Card. The coverage does not apply if the cell phone bill is paid from a Wells Fargo Debit Card, Wells Fargo Business Credit Card, or from the card that is linked to a Line of Credit. Coverage does not apply to cell phones that are rented, borrowed, or received as part of a prepaid plan. Electronic failure or issues related to the software of the device are not covered. Cellular telephone protection coverage begins the first day of the calendar month following your first cellular telephone billing on your Wells Fargo Consumer Credit Card, and remains in effect when you continue to charge your total monthly cellular telephone bill to your Wells Fargo Consumer Credit Card. This protection may not be equivalent to or better than other applicable coverage you may have presently or in the future, such as your homeowner's or automobile insurance policies, or through a plan provided through the seller of the telephone. For complete coverage benefits and exclusions regarding this protection call 1-866-804-4770, 24 hours a day, seven days a week or go to [wellsfargo.com/cellphone](https://wellsfargo.com/cellphone).

**Note:** Call your cellular provider (or log on to their website) and request to set up automatic payments. Setting up automatic payments is not required to qualify for this cellular telephone protection benefit; however, you need to pay your monthly cellular telephone bill with your eligible Wells Fargo Consumer Credit Card to get up to \$600 protection.

**Worldwide Travel Inconvenience Insurance:**

Provides coverage in excess of other insurance for a reimbursement due to a travel inconvenience caused by lost or damaged Baggage. Coverage applies to common carrier travel where the ticket was purchased with the Card.

**Benefit Information:**

Toll Free: 1-855-327-1403

Worldwide Collect: 630-694-9750

Claims: 1-855-830-3727

Fax: 1-855-830-3728

Available: 8:00 a.m. – 8:00 p.m. EST Monday – Friday

8:00 a.m. – 12 noon EST Saturday

At all other times, including holidays, a telephone call-in service is provided.

**Terms and Conditions covering Worldwide Travel Inconvenience Insurance provided through Automatic Common Carrier Lost Baggage Reimbursement.**

Certain limitations and exclusions apply.

**Summary of Coverage:**

These coverages are provided through Excess Common Carrier Checked and/or Carry-on Baggage Policy Number 99073175.

**Definitions you should know:**

**Insured:** Insured means a Cardholder, or such Cardholder's spouse or Domestic Partner, or Unmarried Dependent children, when such person has purchased Common Carrier passage fare entirely with a Wells Fargo Propel American Express® Card.

**Cardholder:** Cardholder means a holder of any Card whose name is embossed, printed or otherwise affixed on such Card, or who has entered into an agreement with Wells Fargo Bank, N.A. for the extension of credit to be used to purchase goods and services from merchants participating on the American Express network.

**Card:** Card means a Wells Fargo Propel American Express® Card.

**Checked Baggage:** Checked Baggage means suitcases or other containers specifically designated for carrying personal property, for which a claim check has been issued to the Insured by a Common Carrier.

**Common Carrier:** Common Carrier means any licensed land, water or air conveyance operated by those whose occupation or business is the transportation of persons or things without discrimination and for hire.

**Carry-On Baggage:** Carry-On Baggage means suitcases or other containers specifically designated for carrying personal property, which are carried on board a Common Carrier by the Insured.

**Actual Cash Value:** Actual Cash Value means the cost to replace the lost or damaged personal property at the time of loss, less depreciation.

**Covered Trip:** Covered Trip means travel on a Common Carrier when the full fare for such transportation less any redeemable rewards points, coupons or certificates have been charged to the Insured's Card. If rewards points, coupons, or certificates are redeemed, a charge of at least \$1.00 must be charged to the Card for travel to be considered a Covered Trip.

**Unmarried Dependent Children:** Unmarried Dependent Child(ren) means children who are primarily dependent upon the "Insured" for maintenance and support and who are: under the age of 19 and reside with the insured; beyond the age of 19 who are permanently mentally or physically disabled and incapable of self-support; or under the age of 25 and a full-time student at an institute of higher learning.

**Domestic Partner:** Domestic Partner means a person designated in writing at time of claim by the primary Insured, who is at least eighteen (18) years of age, and who during the past twelve (12) months: 1) has been in a committed relationship with the primary Insured; and 2) has been the primary Insured's sole spousal equivalent; and 3) has resided in the same household as the primary Insured; and 4) has been jointly responsible with the primary Insured for each other's financial obligation, and who intends to continue the relationship above indefinitely.

**Insured's Property:** Insured's Property means the Insured's baggage and personal property contained in Checked Baggage and Carry-On Baggage.

**Insured's Location of Permanent Residence:** Insured's Location of Permanent Residence means the city where the Insured has established his/her fixed and permanent principal home.

**The Plan.** As an Insured, you, your spouse or Domestic Partner or Unmarried Dependent Children are eligible to receive reimbursement for amounts paid for direct physical loss or damage to Checked and/or Carry-On Baggage and Insured's Property contained therein. Reimbursement for Checked and/or Carry-On baggage will be on an Actual Cash Value basis at the time of loss. This coverage applies provided the entire cost of the Covered Trip is charged to your Card.

**Eligibility.** This Common Carrier Baggage reimbursement is provided to you, your spouse or Domestic Partner and Unmarried Dependent Children, automatically when the entire cost of the Covered Trip is charged to your Card. It is not necessary for You to notify Wells Fargo Bank, N.A., the administrator or the Federal Insurance Company, (the "Company") at the time the passage fee is charged to your Card.

**The Cost.** This coverage is provided at no additional cost to eligible Insureds under the Master Policy #99073175 issued to American Express Travel Related Services Company, Inc. by the Company.

**Amount of Insurance:**

**Checked and/or Carry-On Baggage:** The Company's liability will be for a maximum reimbursement of \$1,000 per Insured per covered trip, of which no more than \$250 may be for jewelry and fur. Payment will be on an Actual Cash Value basis at the time of loss. Coverage under this plan will be excess over any amount due solely from the Common Carrier.

**Exclusions:**

**Checked and/or Carry-On Baggage:** Coverage does not apply to loss resulting from: (1) any dishonest, fraudulent or criminal act of the Insured; (2) forgery by the Insured; (3) loss due to war or confiscation by authorities; (4) loss due to nuclear reaction or radioactive contamination.

Coverage also does not apply to: (1) sporting equipment, unless checked with the Common Carrier and for which its own claim check has been provided by the Common Carrier; (2) animals, perishables; cameras and accessory equipment; eye glasses and contact lenses; prosthetic devices including dentures and hearing aids; tickets, valuable papers and documents; credit cards, charge cards and debit cards; securities; money; art objects; electronic equipment; business items; bullion or precious or semi-precious metals, stones, or gems other than that contained in items of personal jewelry owned by the Insured; household furniture; motor vehicles, boats, or watercraft or aircraft or parts for such conveyances; (3) expenses or purchases not billed to your Card account.

**Length of Coverage:** This plan is effective September 16, 2013 and will cease on the date the master policy terminates (in which case You will be notified by Wells Fargo Bank, N.A.), or on the date You no longer qualify as an eligible Insured, or on the expiration date of any applicable period of coverage for any Insured, or on the date your Card account is terminated or no longer in good standing, whichever occurs first.

**Misrepresentation and Fraud:** Coverage of the Insured will be void if, at any time, the Insured has concealed or misrepresented any material fact or circumstance concerning this coverage or the subject thereof or the interest of the Insured herein, or in case of any fraud or false swearing by the Insured relating thereto.

**Claim Procedure.** The Insured must send the Company written notice of a claim, including the Insured's name and policy number, within 45 days after a covered loss occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. To file a sworn "Proof of Loss" statement, the Insured must send the following to the Company or its authorized representative: (1) a copy of the Card account statement showing the Common Carrier fare charged; (2) a copy of the initial claim report submitted to the Common

Carrier; (3) proof of submission of the loss to and the results of any settlement by the Common Carrier; (4) proof of submission of the loss to and the results of any settlement or denial by the Insured's personal insurance carrier(s); (5) if no other insurance is applicable, a notarized statement from the Insured to that effect; and (6) evidence that the personal property has actually been replaced.

**To File a Claim:** To obtain a claim form contact the Claim Administrator, Broadspire, a Crawford Company. Complete all items on the required claim form, attach all appropriate documents, and mail or fax to: Broadspire, a Crawford Company, P.O. Box 4090, Atlanta, GA 30302, phone number 1-855-830-3727, fax number 1-855-830-3728.

**For Insureds Who Are New York State Residents.** To the extent that this plan provides insurance against the loss or damage to baggage and its contents, the following terms and conditions apply: (1) The loss or damage must occur while the Insured is in transit; (2) The maximum amount of insurance is \$1,000 per bag, including contents, subject to a maximum annual aggregate amount of \$10,000 for all Insureds per trip per Card account.

Coverage is underwritten by Federal Insurance Company, a member insurer of the Chubb Group of Insurance Companies. 15 Mountain View Road, P.O. Box 1615, Warren, NJ 07061-1615.

As a handy reference guide, please read this document and keep it in a safe place with your other insurance documents. This Summary of Coverage is not a contract of insurance but is simply an informative statement to eligible Insureds of the principal provisions of the insurance while in effect. Complete provisions pertaining to this plan of insurance are contained in Master Policy #99073175, Excess Common Carrier Checked and/or Carry-on Baggage/ Baggage Delay/ Trip Delay, on file with American Express Travel Related Services Company, Inc., Inc. herein referred to as the Policyholder. The benefits of the Policy providing your coverage are governed primarily by the law of a state other than Florida. If this plan does not conform to your state's statutes, it will be amended to comply with such laws. If a statement in this Summary of Coverage and any provision in the policy differ, the policy will govern.

## **Worldwide Travel Accident Insurance:**

Worldwide Travel Accident Insurance provides accidental death or dismemberment insurance while traveling on a common carrier, (plane, train, ship or bus) when the entire fare is charged to your Card. Worldwide Travel Accident Insurance provides coverage up to \$150,000. Certain exclusions, restrictions and limitations apply.

### **Benefit Information:**

Toll Free: 1-855-327-1403

Worldwide Collect: 630-694-9750

Claims: 1-855-830-3727

Fax: 1-855-830-3728

Available: 8:00 a.m. – 8:00 p.m. EST Monday – Friday

8:00 a.m. – 12 noon EST Saturday

All other times, including holidays, a telephone call-in service is provided.

## **Worldwide Travel Accident Insurance**

Certain limitations and exclusions apply.

### **Definitions You Should Know**

**Unmarried Dependent Children:** Unmarried Dependent Child(ren) means children who are primarily dependent upon the Insured for maintenance and support and who are: under the age of 19 and reside with the insured; beyond the age of 19 who are permanently mentally or physically disabled and incapable of self support; or under the age of 25 and a full-time student at an institute of higher learning.

**Domestic Partner:** Domestic Partner means a person designated in writing at time of claim by the primary Insured Person, who is at least eighteen (18) years of age, and who during the past twelve (12) months: 1. has been in a committed relationship with the primary insured Person; and 2. has been the primary Insured Person's sole spousal equivalent; and 3. has resided in the same household as the primary Insured Person; and 4. has been jointly responsible with the Primary Insured Person for each other's financial obligation, and who intends to continue the relationship above indefinitely.

**Insured:** Insured means a Cardholder, or such Cardholder's spouse or Domestic Partner, or Unmarried Dependent Children, when such person has purchased Common Carrier passage fare entirely with the Cardholder's Card.

**Cardholder:** Cardholder means a holder of any Card whose name is embossed, printed or otherwise affixed on such Card, or who has entered into an agreement with Wells Fargo Bank, N.A. for the extension of credit to be used to purchase goods and services from merchants participating on the American Express network.

**Common Carrier:** Common Carrier means any licensed land, water or air conveyance operated by those whose occupation or business is the transportation of persons or things without discrimination and for hire.

**Member:** Member means hand or foot.

**Loss:** Loss means, with respect to a hand, complete severance through or above the knuckle joints of at least 4 fingers on the same hand; with regard to thumb and index finger, means complete severance through or above the knuckle joints of the thumb and index finger of the same hand; with respect to a foot, complete severance through or above the ankle joint; with respect to eye, means the permanent loss of vision in one eye. Remaining vision must be no better than 20/200 using a corrective aid or device as determined by a physician; with respect to hearing, means the permanent and irrecoverable loss of hearing in both ears, as determined by a physician, with respect to speech, means the permanent and irrecoverable total loss of the capability of speech without the aid of mechanical devices, as determined by a physician.

**Benefit Amount:** Benefit Amount means the Loss amount applicable at the time the entire cost of the passenger fare is charged to a Card account.

**Card:** Card means the Wells Fargo Propel American Express® Card.

**The Plan.** As the holder of a Card, you, your spouse or Domestic Partner, and Unmarried Dependent Children will be automatically insured against accidental loss of life, limb, sight, speech or hearing while riding as a passenger in, entering or exiting any licensed Common Carrier, provided the entire cost of the passenger fare(s), less redeemable certificates, vouchers, coupons, or points has been charged to your Card account. A charge of at least \$1 must be charged to your Card account. If the entire cost of the passenger fare has been charged to your Card account prior to departure for the airport, terminal or station, coverage is also provided for Common Carrier travel (including taxi, bus, train or airport limousine, including courtesy transportation); immediately, a) preceding your departure, directly to the airport, terminal or station b) while at the airport, terminal or station, and c) immediately following your arrival at the airport, terminal or station of your destination. If the entire cost of the passenger fare has not been charged to your Card account prior to your arrival at the airport, terminal or station, coverage begins at the time the entire cost of the travel passenger fare is charged to your Card.

**Eligibility.** This travel insurance plan is provided to eligible Insureds automatically when the entire cost of a Common Carrier fare is charged to your Card account. It is not necessary for you to notify Wells Fargo Bank, N.A. the administrator or Federal Insurance Company (the "Company") when tickets are purchased.

**The Cost.** This travel insurance plan is provided at no additional cost to eligible Insureds. Wells Fargo Bank, N.A. pays the premium.

**Beneficiary.** The Loss of Life benefit will be paid to the beneficiary designated by the Insured. If no such designation has been made, that benefit will be paid to the first surviving beneficiary in the following order: a) the Insured's spouse or Domestic Partner, b) the Insured's children, c) the Insured's parents, d) the Insured's brothers and sisters, e) the Insured's estate. All other indemnities will be paid to the Insured.

**Maximum Benefit Amount:** \$150,000.

### **Table of Loss**

**Loss of Life:** \$150,000

### **Dismemberment:**

- Loss of both hands, both feet, sight of both eyes, or a combination of any two of a hand, a foot, and the sight of an eye: \$150,000
- Loss of speech and hearing: \$150,000
- Loss of speech or hearing and one hand, foot or sight of an eye: \$150,000
- Loss of one hand or one foot or entire sight of one eye: \$75,000
- Loss of speech or hearing: \$75,000
- Loss of thumb and index finger on the same hand: \$50,000

The Loss must occur within one year of the accident.

The Company will pay the single largest applicable Benefit Amount. In no event will duplicate request forms or multiple Card accounts obligate the Company in excess of the stated Benefit Amounts for any one loss sustained as the result of any one accident by any one individual Insured.

In the event of multiple accidental deaths per Card account arising from any one accident, the Company's liability for all such losses will be subject to a maximum limit of insurance equal to two times the Benefit Amount for Loss of Life. Benefits will be proportionately divided among the Insured up to the maximum limit of insurance.

### **Extensions of Insurance**

Extensions of Insurance are subject to the provisions of the policy, and all other policy terms and conditions.

**Disappearance** - If an Insured has not been found within one (1) year of the disappearance, stranding, sinking, or wrecking of any Common Carrier conveyance in which an Insured was an occupant at the time of the accident, then it will be assumed, subject to all other terms and conditions of this policy, that an Insured has suffered Loss of Life insured under this policy.

**Exposure** - If an accident resulting from an insured hazard causes an Insured Person to be unavoidably exposed to the elements and as a result of such exposure an Insured has a Damage or Loss, then such Damage or Loss will be insured under this policy.

**Exclusions.** This insurance does not cover loss resulting from:

1. an Insured's emotional trauma, mental or physical illness, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection (except bacterial infection caused by an accident or from accidental consumption of a substance contaminated by bacteria), or bodily malfunctions;
2. suicide, attempted suicide or intentionally self-inflicted injuries;
3. declared or undeclared war, but war does not include acts of terrorism. This insurance also does not apply to an accident occurring while an Insured is in, entering, or exiting any aircraft while acting or training as a pilot or crew member, but this exclusion does not apply to passengers who temporarily perform pilot or crew functions in a life-threatening emergency. This insurance does not cover loss from commutation, meaning travel between the Insured's residence and regular place of employment.

**Effective Date.** This insurance is effective 09/16/13 and will cease on the date the Master Policy #9907-31-73 is terminated or on the date your Card account terminates or ceases to be in good standing, whichever occurs first.

**Claim Notice:** Written Notice of Claim must be given to us or any of our appointed agents or brokers within twenty (20) days after the occurrence or commencement of any Loss covered by this policy or as soon as reasonably possible. Notice must include enough information to identify the Insured and Policyholder. Failure to give Notice of Claim within twenty (20) days will not invalidate or reduce any claim if notice is given as soon as reasonably possible.

**Claim Forms:** When we receive notice of a claim we will send the Insured or the Insured's designee, within fifteen (15) days, forms for giving us Proof of Loss. If the Insured or the Insured's designee does not receive the forms, the Insured or the Insured's designee should send us a written description of the Loss. This written description should include information covering the occurrence, character and extent of the Loss for which claim is made.

**Proof of Loss:** For claims involving disability, written Proof of Loss must be given to us within thirty (30) days after commencement of the period for which we are liable. Subsequent written proof of the continuance of such disability must be given to us at such intervals as we may reasonably require. Failure to give written Proof of Loss within these time frames will not invalidate or reduce any claim if notice is given as soon as reasonably possible, and in no event, except in cases where the claimant lacks legal capacity, later than one (1) year after the deadline to submit written Proof of Loss. For all claims

except those involving disability, written Proof of Loss must be given to us within ninety (90) days after the date of Loss, or as soon as reasonably possible.

**Claim Payment:** For benefits payable involving disability, we will pay the Insured or beneficiary the applicable Benefit Amount no less frequently than monthly during the continuance of the period for which we are liable. At the end of this period, we will immediately pay any remaining balance of the Benefit Amount. All payments by us are subject to receipt of written Proof of Loss. For all benefits payable under this policy except those for disability, we will pay the Insured or beneficiary the applicable Benefit Amount within sixty (60) days after we receive a complete Proof of Loss, if the Insured and Policyholder have complied with all the terms of this policy.

Coverage is underwritten by Federal Insurance Company, a member insurer of the Chubb Group of Insurance Companies. 15 Mountain View Road, PO Box 1615, Warren, NJ 07061-1615.

As a handy reference guide, please read this and keep it in a safe place with your other insurance documents. This description of coverage is not a contract of insurance but is simply an informative statement of the principal provisions of the insurance while in effect.

Complete provisions pertaining to this plan of Insurance are contained in Master Policy #9907-31-73, Blanket Travel Accident on file with American Express Travel Related Services Company, Inc. The benefits of the Policy providing your coverage are governed primarily by the law of a state other than Florida.

If this plan does not conform to your state statutes, it will be amended to comply with such laws. If a statement in this description of coverage and any provision in the policy differ, the policy will govern.

To obtain a claim form contact the Claim Administrator, Broadspire, a Crawford Company. Complete all items on the required claim form, attach all appropriate documents, and mail or fax to: Crawford and Company, P.O. Box 4090, Atlanta, GA 30302, phone number 1-855-830-3727 Fax Number 1-855-830-3728.

**Fraud Warning:** Any person who, knowingly and with intent to defraud any insurance company or other person, files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any material fact thereto, commits a fraudulent insurance act, which is a crime. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant or Insured Person.

## Terms of Service

### Retail Protection and Extended Warranty

Wells Fargo Propel American Express® Card  
Virginia Surety Company, Inc.  
175 W. Jackson Blvd., Chicago, IL 60604

The following Key Terms apply to the following benefits:  
Retail Protection and Extended Warranty.

#### Key Terms

Throughout this document, You and Your refer to the **Cardholder** or **Authorized User** of the Covered Card. We, Us, and Our refer to Virginia Surety Company, Inc.

**Administrator** means TWG Innovative Solutions, Inc. You may contact the **Administrator** if You have questions regarding this coverage or would like to make a claim. The **Administrator** can be reached by phone at 1-866-918-4442.

**Authorized User** means an individual who is authorized to make purchases on the **Covered Card** by the **Cardholder** and is recorded by Wells Fargo, N.A. on its records as being an **Authorized User**.

**Cardholder** means the person who has been issued an account by Wells Fargo, N.A. for the **Covered Card**.

**Covered Card** means the Wells Fargo Propel American Express® Card.

**Damage** means items that can no longer perform the function they were intended to do in normal service due to broken parts, material or structural failures.

**Evidence of Coverage (EOC)** means the document describing the terms, conditions, and exclusions. The **EOC**, Key Terms, and Final Legal Disclosures are the entire agreement between You and Us. Representations or promises made by anyone that are not contained in the **EOC**, Key Terms, or Final Legal Disclosures are not a part of your coverage.

**Stolen** means items that are taken by force and/or under duress or the disappearance of the item from a known place under circumstances that would indicate the probability of theft.

**United States Dollars (USD)** means the currency of the United States of America.

KT-CC-EOC (9.08)

#### Retail Protection

##### Evidence of Coverage

Pursuant to the below terms and conditions, when an item you bought with your **Covered Card** is **Damaged** or **Stolen** within ninety (90) days of purchase, You may be eligible for benefits under this coverage.

Refer to Key Terms KT-CC-EOC (9.08) for the definitions of you, your, we, us, our, and words that appear in bold and Final Legal Disclosures CC-FLD (9.08).

**A. To get coverage:**

- You must purchase the new item entirely with your **Covered Card** for yourself or to give as a gift.

**B. The kind of coverage You receive:**

- Most items you purchase entirely with your **Covered Card** are covered if **Damaged** or **Stolen** for ninety (90) days from the date of purchase as indicated on your **Covered Card's** receipt.
- Items you purchase with your **Covered Card** and give as gifts also are covered.
- This coverage is secondary to any other applicable insurance or coverage available to You or the gift recipient. Coverage is limited to only those amounts not covered by any other insurance or coverage benefit.

**C. Coverage limitations:**

- Coverage is limited to the lesser of the following:
  - The actual cost of the item (excluding delivery and transportation costs).
  - A maximum of \$1,000 per loss and a total of \$50,000 per Cardholder account per twelve (12) month period.
- Purchases that are made up of a pair or set will be limited to the cost of repair or replacement of the specific item **Stolen** or **Damaged**. If the specific item cannot be replaced individually or repaired, the value of the pair or set will be covered not to exceed the limits above.
- Coverage for **Stolen** or **Damaged** jewelry or fine art will be limited to the actual purchase price as listed on your Card statement, regardless of sentimental or appreciated market value.

**D. What is NOT covered:**

- Items left in public sight, out of arm's reach, lacking care, custody or control by the **Cardholder**.
- Lost items, and items that mysteriously disappear (the only proof of loss is unexplained or there is no physical evidence to show what happened to the item) without any evidence of a wrongful act.
- Items that are **Stolen** from any location or place (including, but not limited to, exercise facilities, places of employment, schools, or places of worship) due to the lack of due diligence by you or another party.
- Items lost, **Stolen**, **Damaged**, or misdelivered while under the care, custody, and control of another party or common carrier (including, but not limited to, airlines, the U.S. Postal Service, UPS, FedEx, or other delivery services).
- Losses due to normal wear and tear, misuse, gradual deterioration, and/or abuse.
- Losses resulting from any dishonest, fraudulent, or criminal act committed or arranged by You.
- Losses that cannot be verified or substantiated.

- Items covered by a manufacturer's recall or class action suit.
- Items that you **Damage** through alteration (including, but not limited to, cutting, sawing, shaping).
- Used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles); recycled, previously owned, refurbished, rebuilt, or remanufactured items.
- **Stolen** items without documented report from the police.
- Items that are **Damaged** during transport via any mode
- Items **Stolen** from the interior or exterior of a watercraft/boat, aircraft, motorcycle, automobile or any other motor vehicles.
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, or their motors, equipment, or accessories. Motorized equipment not designed for transportation and used solely for the upkeep and maintenance of a residence is eligible for coverage (including, but not limited to, snow throwers, lawn mowers, and hedge trimmers).
- Land, any buildings (including, but not limited to, homes and dwellings), permanently installed items, fixtures, or structures.
- Traveler's checks, tickets of any kind (e.g., for airlines, sporting events, concerts, or lottery), negotiable instruments, bullion, rare or precious metals, stamps, and coins, currency or its equivalent.
- Losses caused by insects, animals, or pets.
- Plants, shrubs, animals, pets, consumables, and perishables.
- Items purchased for resale, rental, professional, or commercial use.
- Professional services (including, but not limited to, the performance or rendering of labor or maintenance; repair or installation of products, goods, or property; professional advice of any kind, including, but not limited to, information/services or advice secured from any help or support line; or technical support for software, hardware, or any other peripherals).
- Application programs, computer programs, operating software, and other software.
- Losses resulting from war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or **Damage** by any government, public authority, or customs official; risks of contraband; illegal activity or acts.
- Losses caused by power surge, contamination by radioactive or hazardous substances, including mold.
- Direct or indirect loss resulting from any Acts of God (including, but not limited to, flood, hurricane, lightning, and earthquake).
- Losses caused by liquids, fluids, oils, chemicals, or bodily fluids/excretions.
- Game animals, pets, or specimens preserved for display (e.g., fish, birds, reptiles, or mammals).
- Items **Stolen** or **Damaged** at a new home construction site.

- Rented, leased, or borrowed items for which you will be held responsible.
- Trip, service, or diagnostic charges in the absence of any covered repairs or verified failure.
- Any shipping charges, transportation and delivery charges, or promised time frames for delivery, whether or not stated or covered by the manufacturer's warranty.
- Interest or conversion fees that are charged to you on the **Covered Card** by the financial institution.

**E. How to file a claim:**

- Call the **Administrator** at 1-866-918-4442 to request a claim form. You must report the claim within sixty (60) days of the loss or the claim may not be honored.
- Submit the following documentation within one hundred and eighty (180) days of the date you report the claim:
  - Completed and signed claim form.
  - Repair estimate for **Damaged** item(s).
  - Photograph clearly showing damage, if applicable.
  - Receipt showing purchase of covered item(s).
  - Statement showing purchase of covered item(s).
  - Report from police listing any items stolen.
  - Copy of the declarations page of any applicable insurance or protection (including, but not limited to, homeowners, renters, or auto insurance policy).
  - Any other documentation that may be reasonably requested by us or our designated representative to validate a claim.

PA-CC-EOC (9.08)

## **Extended Warranty**

### **Evidence of Coverage**

Refer to Key Terms KT-CC-EOC (9.08) for the definitions of you, your, we, us, Our, and words that appear in bold and Final Legal Disclosures CC-FLD (9.08).

**A. To get coverage:**

- You must purchase the new item entirely with your **Covered Card** and/or accumulated points from your **Covered Card** for yourself or to give as a gift.
- The item must have an original manufacturer's (or U.S. store brand) warranty of twelve (12) months or less.

**B. The kind of coverage you receive:**

- Extended Warranty doubles the original manufacturer warranty up to a maximum of twelve (12) months on most items you purchase. For products with multiple warranty components, each warranty time period will be extended up to a maximum of twelve (12) months. Should you fail to properly register the original warranty as required by manufacturer, we will only double the actual warranty time period that you received from the manufacturer. An example of a product with multiple warranty components includes an appliance with original

manufacturer's (or U.S. store brand) warranties that differ for parts, labor, compressor, etc. The item must have an original manufacturer's (or U.S. store brand) warranty of twelve (12) months or less.

- If you purchase a service contract or an optional extended warranty of twelve (12) months or less on your item, we will cover up to an additional twelve (12) months after both the original manufacturer's (or U.S. store brand) warranty and the purchased service contract or extended warranty coverage period end. If your service contract or extended warranty exceeds twelve (12) months, this coverage does not apply.
- If you do not have an additional service contract or an optional extended warranty, this Extended Warranty benefit commences the day after your original manufacturer's (or U.S. store brand) warranty expires.

### C. Coverage limitations:

- The maximum benefit for repair or replacement shall not exceed the actual amount charged on your **Covered Card** or \$10,000, whichever is less.
- If either the original manufacturer's (or U.S. store brand) warranty or the service contract covers more than twelve (12) months, this benefit will not apply.
- We or Our **Administrator** will decide if a covered failure will be repaired or replaced, or whether you will be reimbursed up to the amount paid for the item. Items will be replaced with those of like kind and quality. However, we cannot guarantee to match exact color, material, brand, size, or model.

### D. What is NOT covered:

- Used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles) that do not come with a manufacturer warranty (repair or replacement amount will not include market value at time of claim); recycled, previously owned, refurbished, rebuilt, or remanufactured items; product guarantees (e.g., glass breakage).
- Floor models that do not come with an original manufacturer warranty.
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, or their motors, equipment, or accessories. Parts, if purchased separately, may be covered.
- Land, any buildings (including, but not limited to, homes and dwellings), permanently installed items, fixtures, or structures.
- Plants, shrubs, animals, pets, consumables, and perishables.
- Professional Services (including, but not limited to, the performance or rendering of labor or maintenance; repair or installation of products, goods or property; professional advice of any kind, including, but not limited to, information/services or advice secured from any help or support line; or technical support for software, hardware, or any other peripherals.)

- Application programs, operating software, and other software.
- All types of media with stored data or music (including, but not limited to, computer software, DVDs, video cassettes, CDs, film, and audio cassettes).
- Any shipping charges, transportation and delivery charges, or promised time frames for delivery, whether or not stated or covered by the manufacturer's warranty.
- Direct or indirect loss resulting from any Acts of God (including, but not limited to, flood, hurricane, lightning, and earthquake).
- Indirect or direct damages resulting from a covered loss.
- Mechanical failure arising from product recalls.
- Trip, service, or diagnostic charges in the absence of any covered repairs or verified failure.
- Loss resulting from war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or damage by any government, public authority, or customs official; risks of contraband, illegal activity, or acts.
- Mechanical failures caused by normal wear and tear or gradual deterioration where no failure has occurred.
- Items purchased for resale, professional, or commercial use.
- Mechanical failures caused by lack of maintenance/service.
- Losses caused by power surge, contamination by radioactive or hazardous substances, including mold.
- Physical damage to the item.
- Any exclusion listed in the original manufacturer's warranty.
- Interest or conversion fees that are charged to you on the **Covered Card** by the financial institution.

#### **E. How to file a claim:**

- Call the **Administrator** at 1-866-918-4442 to request a claim form. You must report the claim within sixty (60) days of the failure or the claim may not be honored.
- Submit the following documentation within one hundred and eighty (180) days from the date of failure or the claim may not be honored:
  - Completed and signed claim form.
  - Receipt showing covered item(s).
  - Card account statement showing covered item(s).
  - Itemized purchase receipt(s).
  - Original manufacturer's (or U.S. store brand) warranty.
  - Service contract or optional extended warranty, if applicable.
  - Itemized repair estimate from a factory authorized service provider.
  - Any other documentation that may be reasonably requested by us or Our designated representative to validate a claim.

## **Return Protection:**

Offers Cardholders return protection on designated items purchased entirely with the Wells Fargo Propel American Express® Card

Benefit and Claim Information:

Toll Free: 1-855-327-1403

Worldwide Collect: 630-694-9750

## **Terms of Service for Return Protection**

### **I. General Terms:**

This details return protection (“Return Protection”) provided by AXA Assistance USA (“AXA”) and for which the Cardholder (as defined below) may be eligible as described herein. The terms contained within these Terms of Service for Return Protection are between AXA and the Cardholder. Certain limitations and exclusions apply.

**Program Description:** Return Protection offers Cardholders product satisfaction on designated items purchased entirely with the Wells Fargo Propel American Express® Card. If a Cardholder tries to return a designated item within ninety (90) days from the date of purchase and the merchant will not take it back, AXA will refund the full purchase price, up to \$300 per item, excluding shipping and handling, and up to a maximum of \$1,000 annually per Card account.

**How to File a Return Protection Request:** Once the Cardholder has verified that the merchant will not accept the designated item, the Cardholder will need to call 1-855-327-1403 within ninety (90) days of the purchase date to notify AXA of the request. Within thirty (30) days from the date of the initial call, AXA will need to receive the following:

- Original store receipt which shows that the purchase was made on the Cardholder’s Wells Fargo Propel American Express® Card; and
- Any other items deemed reasonably necessary by AXA to process the request.

Once the request has been approved, the Cardholder will be instructed to send the purchased item to AXA within thirty (30) days. The Cardholder will need to keep a record of the shipping statement, as the Cardholder will need to provide proof of shipping in the event that the designated items are not received. The Cardholder is responsible for the shipping and handling charges for the item.

The refund—up to \$300 per item and up to a maximum of \$1,000 per Card account per year—will be reimbursed to the Cardholder. AXA will maintain claim activity on Cardholders for verification and will reimburse eligible amounts to the Cardholder directly via check on all payable claims.

**Eligibility:** In order to be eligible for the services and benefits described below, offered by Wells Fargo Bank, N.A. through AXA, the person receiving the services and benefits described herein must be a Cardholder as defined below.

**Duration of Coverage:** The coverage period of the services and benefits described herein, rendered by AXA runs concurrent with the validity of the Wells Fargo Propel American Express® Card account. If for any reason the Wells Fargo Propel American Express® Card account is terminated or cancelled, the Cardholder's eligibility to receive the services and benefits described herein will be immediately canceled.

**Access:** The services and benefits offered in this program will be arranged by AXA. The benefits described herein are non-transferable.

**24-Hour Toll-Free Access Worldwide:** To facilitate obtaining the services, AXA will offer multi-lingual telephonic access, where available, 24 hours a day, 365 days a year.

The access will be available for eligible Cardholder.

## II. General Definitions

**Card** means the Wells Fargo Propel American Express® Card.

**Covered Person(s)** means a Cardholder.

**Cardholder(s)** means a person who has entered into an agreement establishing an account which entitles such person to make purchases at merchants using a Card.

## III. Limitations

**Limitations:** Purchases must be made in the USA and charged in full on to the Cardholder's Card. Items purchased on the internet do not qualify under this program.

Purchases must be made from merchants operating within the USA, having a US business address (not necessarily a retail outlet) and must have been charged in full with the Cardholder's Card. A refund will not be paid if, on the date AXA receives the request for reimbursement or on the date of would-be payment by AXA, any amount on the Card account is past due for one or more billing cycle(s) or the Card is no longer valid (i.e., cancelled). Refunds are limited to \$300 per designated item, and \$1,000 annually per Cardholder account. The item must be in "like new" condition (not visibly used or worn) and in working order to be eligible. An item is eligible if it may not be returned by the Covered Person to the merchant from which it was originally purchased. Any item purchased from a merchant that has an established return/satisfaction guarantee program which is greater than or equal to the terms of Return Protection, and provides coverage for the claim, will not be eligible for a Return Protection refund. Product rebates, discounts, or money received from lowest price comparison programs will be deducted from

the original cost of the item. The maximum the Cardholder will be compensated may not exceed the manufacturer's suggested retail price.

Items not eligible for a refund are: animals and living plants; one-of-a kind items (including antiques, artwork, and furs); limited edition items; going-out-of business sale items; consumable or perishable items with limited life spans (such as perfume, light bulbs, nonrechargeable batteries); jewelry (including, but not limited to loose gems, precious stones, metals, and pearls); watches; services and additional costs (such as installation charges, warranties, shipping, or memberships); rare and precious coins; used, altered, rebuilt and refurbished items; custom built items; cellular phones; pagers; compact discs; digital video discs; mini discs; audiotapes; videotapes; computer software; firmware (such as console/video games, etc.); maps; books of any kind; health care items (such as blood pressure machines and diabetes equipment); formal wear; tickets of any kind; motorized vehicles (such as cars, trucks, motorcycles, boats, or airplanes ) and their parts; land and buildings; firearms; ammunition; negotiable instruments (such as promissory notes, stamps and travelers checks); cash and its equivalent; and items permanently affixed to a home, office, vehicles, etc. (such as garage door openers, car alarms). If the Cardholder has any questions regarding a Return Protection request or the Return Protection program, the Cardholder should call 1-855-327-1403.

## Final Legal Disclosure

This Guide to Benefits is not, by itself, a policy or contract of insurance or other contract.

Benefits are purchased and provided free to you, but non-insurance services may have associated costs, which will be your responsibility (for example, legal referrals are free, but the lawyer's fee is your responsibility).

Retail Protection and Extended Warranty coverage is provided under a Group Policy of insurance issued by Virginia Surety Company, Inc. This Guide to Benefits is intended as a summary of benefits provided to you. The attached Key Terms and EOC and all the information about the insurance benefits listed in this Guide to Benefits is governed by the conditions, limitations, and exclusions of the Group Policy.

### Privacy Notice:

As the insurer of the **Covered Card** coverage described herein, Virginia Surety Company, Inc. ("VSC") collects personal information about you from the following sources: Information the insurer gathers from you, from your request for insurance coverage or other forms you furnish to the insurer, such as your name, address, telephone number, and information about your transactions with the insurer such as claims made and benefits paid. The insurer may disclose all information it collects, as described above, to companies that perform administrative or other services on Our behalf solely in connection with the insurance coverage you have received. The insurer does not

disclose any personal information about former insureds to anyone, except as required by law. The insurer restricts access to personal information about you to those employees who need to know that information in order to provide coverage to you. The insurer maintains physical, electronic, and procedural safeguards that comply with federal regulations to guard your personal information. Should you have any questions about the insurance procedures or the information contained within your file, please contact the insurer by writing to:

Compliance Department  
Virginia Surety Company, Inc.  
175 West Jackson Blvd., Chicago, IL 60604

**Effective date of benefits:**

Effective **June 1, 2016**, this Guide to Benefits replaces all prior disclosures, program descriptions, advertising, and brochures by any party. The Policyholder and the insurer reserve the right to change the benefits and features of these programs at any time. Notice will be provided for any changes.

**Cancellation:**

The Policyholder can cancel these benefits at any time or choose not to renew the insurance coverage for all **Cardholders**. If the Policyholder does cancel these benefits, you will be notified at least sixty (60) days in advance. If the insurance company terminates, cancels, or chooses not to renew the coverage to the Policyholder, you will be notified as soon as is practicable. Insurance benefits will still apply for any benefits you were eligible for prior to the date of such terminations, cancellation, or non-renewal, subject to the terms and conditions of coverage.

**Benefits to you:** These benefits apply only to **Cardholders** whose cards are issued by U.S. financial institutions. The United States is defined as the fifty (50) United States, the District of Columbia, American Samoa, Puerto Rico, Guam, and the U.S. Virgin Islands. No person or entity other than the **Cardholder** shall have any legal or equitable right, remedy, or claim for benefits, insurance proceeds and damages under or arising out of these programs. These benefits do not apply if your Card privileges have been cancelled. However, insurance benefits will still apply for any benefit you were eligible for prior to the date that your Card account is suspended or cancelled, subject to the terms and conditions of coverage.

**Transfer of rights or benefits:** No rights or benefits provided under these insurance benefits may be assigned without the prior written consent of the claim **Administrator** for these benefits.

**Misrepresentation and Fraud:** Benefits shall be void if the **Cardholder** has concealed or misrepresented any material facts concerning this coverage.

**Dispute Resolution – Arbitration:** This **EOC** requires binding arbitration if there is an unresolved dispute between you and VSC concerning this **EOC** (including the cost of, lack of or actual

repair or replacement arising from a loss). Under this Arbitration provision, you give up your right to resolve any dispute arising from this **EOC** by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three (3) arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

To start arbitration, either you or VSC must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the loss occurred or the dispute arose. You and VSC will each separately select an arbitrator. The two (2) arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by you and VSC. Unless otherwise agreed to by you and VSC, the arbitration will take place in the county and state in which you live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this **EOC**. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this **EOC** and all transactions contemplated by this **EOC**, including, without limitation, the validity, interpretation, construction, performance and enforcement of this **EOC**.

**Due Diligence:** All parties are expected to exercise due diligence to avoid or diminish any theft, loss or damage to the property insured under these programs. "Due diligence" means the performance of all vigilant activity, attentiveness, and care that would be taken by a reasonable and prudent person in the same or similar circumstances in order to guard and protect the item.

**Subrogation:** If payment is made under these benefits, the insurance company is entitled to recover such amounts from other parties or persons. Any party or **Cardholder** who receives payment under these benefits must transfer to the insurance company his or her rights to recovery against any other party or person and must do everything necessary to secure these rights and must do nothing that would jeopardize them, or these rights will be recovered from the **Cardholder**.

**Salvage:** If an item is not repairable, the claim **Administrator** may request that the **Cardholder** or gift recipient send the item to the **Administrator** for salvage at the **Cardholder's** or gift recipient's expense. Failure to remit the requested item for salvage to the claim **Administrator** may result in denial of the claim.

**Other Insurance:** Coverage is secondary to any other applicable insurance or indemnity available to you. Coverage is limited to only those amounts not covered by any other insurance or indemnity. It is subject to the conditions, limitations, and exclusions described in this document. In no event will this coverage apply as contributing insurance. This Other Insurance clause will take precedence over a similar clause found in other insurance or indemnity language.

In no event will these insurance benefits apply as contributing insurance. The non-contribution insurance clause will take precedence over the non-contribution clause found in any other insurance policies.

Benefits listed in this Guide to Benefits are subject to the conditions, limitations, and exclusions described in each benefit section. **Receipt and/or possession of this Guide to Benefits does not guarantee coverage or coverage availability.**

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