

## Cellular Telephone Protection

This Guide to Benefit describes the benefit in effect as of the date your financial institution elected this coverage. This benefit and description supersede any prior benefit and description you may have received earlier. Please read and retain for your records.

Your eligibility is determined by the date your financial institution enrolled your account in the benefit.

### What is Cellular Telephone Protection?

Subject to the terms and conditions provided in this Guide to Benefit, Cellular Telephone Protection will reimburse the enrolled accountholder (the "Accountholder", also referred to as "You" or "Your") for damage to or theft of eligible Cellular Wireless Telephones. Eligible Cellular Wireless Telephones are the primary line and up to three (3) secondary, 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 fifty-dollar (\$50.00) deductible per claim and a maximum of two (2) claims per twelve (12) month period. The maximum benefit limit is \$400.00 per claim and \$800.00 per twelve (12) month period.

### Who is eligible for this protection?

To be eligible for Cellular Telephone Protection, You must be an accountholder of an eligible U.S.-based financial institution enrolled in the Cellular Telephone Protection benefit. Only Cellular Wireless Telephones purchased by the Accountholder will be covered.

Your Cellular Telephone Protection begins the first day following the benefit effective date set forth above.

### 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 \$400.00 per claim, subject the terms, conditions, exclusions, and limits of liability of this benefit as well as the fifty-dollar (\$50.00) deductible. The maximum limit of liability is \$400.00 per claim occurrence, and \$800.00 per twelve (12) month period.

You will receive no more than the purchase price less Your fifty-dollar (\$50.00) deductible as recorded on Your submitted receipt.

### 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 Telephones which have been rented, borrowed or Cellular Wireless Telephones that are received as part of a pre-paid plan or "pay as you go" type plans.
- 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 authorized reseller).
- Taxes, delivery and transportation charges, and any fees associated with the cellular 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 Cellular Wireless Telephone provider's monthly billing statement for the billing cycle preceding the time of the damage or theft and Your store receipt for repairs or for the purchase of Your new Cellular Wireless Telephone.

### How do I file a claim?

Call the Benefit Administrator at **(866) 210 - 0361** 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.
- A copy of Your Cellular Wireless service provider billing statement that reflects that the Cellular Wireless account was in good standing at the time of damage or theft.
- A copy of the original Cellular Wireless Telephone purchase receipt or other sufficient proof, as determined in the Benefit Administrator's sole discretion, of the Cellular Wireless Telephone model currently linked to Your Cellular Wireless Telephone 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 occurrence.
- If the claim is due to damage, a copy of an insurance claim or other report as the Benefit Administrator, in its sole discretion, deems necessary to determine eligibility for coverage. In addition, the Benefit Administrator may, in its sole discretion, require (a) an itemized estimate of repair from an authorized Cellular Wireless Telephone repair facility; or (b) the Accountholder 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 Wireless service provider's retail or Internet store (for example: Verizon Wireless, AT&T, Sprint, etc.).
- If the claim amount is less than Your personal homeowner's, renter's, or automobile insurance deductible, a copy of Your insurance policy personal declaration page is sufficient for Your claim. 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 applicable insurance company and to submit a copy of any claims settlement from Your insurance company along with Your claim form.
- 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 Accountholder for the lesser of a) \$400.00 excess of the fifty-dollar (\$50.00) 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 fifty-dollar (\$50.00) 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 Provisions for Cellular Telephone Protection:**

This protection provides benefits only to You, an eligible Accountholder. You shall use due diligence and do all things reasonable to avoid or diminish any loss or damage to the Cellular Wireless Telephone 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 benefit may be canceled. Each Accountholder 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 Us 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 Us unless the terms and conditions of this Guide to Benefit have been complied with fully.

This benefit is provided to eligible Accountholders subject to the terms and conditions contained herein. The terms and conditions contained in this Guide to Benefit may be modified.

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 Accountholders whose accounts have been suspended or canceled. The Cellular Telephone Protection described in this Guide to Benefit will not apply to Accountholders whose applicable account(s) are closed, delinquent, or otherwise in default.

Termination dates may vary by financial institution. Your financial institution can cancel or non-renew the benefit, and if they do, they will notify You at least thirty (30) days in advance. This information describes the benefit provided to You as an Accountholder.

**For general questions regarding this benefit, call the Benefit Administrator at (866) 210 – 0361.**

**Services and benefits are insured under a policy from Plateau Casualty Insurance Company, 2701 North Main Street, Crossville, TN.**

## Roadside Assistance Expense Reimbursement

This Guide to Benefit describes the benefit in effect as of the date your financial institution elected this coverage. This benefit and description supersedes any prior benefit and description you may have received earlier. Please read and retain for your records.

Your eligibility is determined by the date your financial institution enrolled your account in the benefit.

## What is Roadside Assistance Expense Reimbursement?

Subject to the terms and conditions provided in this Guide to Benefit, Roadside Assistance Expense Reimbursement will reimburse the enrolled accountholder (the "Accountholder", also referred to as "You" or "Your") for eligible emergency roadside assistance expenses incurred by the Accountholder enrolled in an account that has this benefit (a "Covered Account"). Roadside Assistance Expense Reimbursement is subject to a maximum of two (2) claims per twelve (12) month period per Covered Account. The maximum benefit limit is \$80.00 per claim and \$160.00 per twelve (12) month period.

## Who is eligible for this benefit?

To be eligible for Roadside Assistance Expense Reimbursement, You must be an accountholder of an eligible U.S.-based financial institution enrolled in the Roadside Assistance Expense Reimbursement benefit and incur expenses for assistance with Your vehicle through the emergency roadside assistance benefit included in Covered Account provided by Your financial institution (the "Emergency Assistance Benefit"). Only eligible vehicles owned or leased (for at least a 12-month term) by the Accountholder will be covered.

Your Roadside Assistance Expense Reimbursement begins the date of enrollment in Your Covered Account.

## Which expenses are eligible for reimbursement?

Emergency roadside assistance expenses incurred for assistance with Your vehicle when using the Emergency Assistance Benefit are eligible for reimbursement subject to the terms and conditions in this Guide to Benefit. Eligible expenses include expenses for vehicle towing to the nearest service facility, delivery of fuel, oil, fluid or water for Your vehicle, and battery, lock-out and/or tire assistance for Your vehicle. To be eligible for reimbursement, expenses must be incurred when using the Emergency Assistance Benefit to arrange for emergency roadside assistance services for Your vehicle.

## What type of reimbursement is this?

Roadside Assistance Expense Reimbursement is not insurance coverage. The benefit will cover eligible expenses up to \$80.00 per claim, subject to the terms, conditions, exclusions and limits of liability listed herein. You will receive no more than the actual emergency roadside assistance expenses incurred using the Emergency Assistance Benefit as recorded on Your submitted receipt.

## Which expenses are not eligible for reimbursement?

- Expenses incurred through any method other than by arranging for emergency roadside assistance services through the Emergency Assistance Benefit.
- Expenses for the same type of emergency roadside assistance occurrence within a seven (7) day period.
- Expenses for repeated emergency roadside assistance services for a vehicle in need of routine maintenance or repair.
- Expenses covered by a valid manufacturer's warranty or service.
- Expenses for the costs of fuel, fluids, lubricants, replacement parts, and/or replacement keys for Your vehicle, and/or installation of any products or materials.
- Expenses for towing from a service station, garage or vehicle repair facility or a second tow for the same roadside assistance occurrence.

- Expenses for towing or service on roads not regularly maintained, such as open fields, forests, sand beaches, and areas designated as non-passable.
- Expenses for non-emergency towing, snow removal around vehicle, mounting of snow tires or chains, or any other non-emergency service.
- Expenses for tire repair, vehicle storage, or for towing or service on a vehicle that is unsafe to be serviced or may result in damage to the vehicle if towed or serviced.
- Expenses associated with a vehicle which is not under the direct care and control of the Accountholder.
- Expenses associated with a vehicle which has been rented or borrowed by the Accountholder.
- Expenses associated with antique vehicles (vehicles over 20 years old or out of manufacturer's warranty for 10+ years), motorcycles, recreational vehicles such as camping trailers, travel trailers and self-motorized RVs, commercial vehicles, vehicles over one and a half (1 ½) ton capacity, and any vehicles in tow.
- Expenses resulting from an accident involving the Accountholder's vehicle, including, without limitation, expenses associated with damage to the vehicle, collision assistance and/or vehicle extrication services.
- Expenses resulting from abuse, fraud, intentional acts, hostilities of any kind (including, but not limited to, war, invasion, rebellion, or insurrection), confiscation by the authorities, vandalism, risks of contraband, illegal activities, flood, earthquake, radioactive contamination, fire, or damage from inherent product defects or vermin.
- Expenses resulting from Your being under the influence of drugs or intoxicants.
- Taxes, tolls, fines and/or any other fees associated with non-emergency roadside assistance services.

## 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 receipt(s) for all eligible emergency roadside assistance expenses incurred by You

## How do I file a claim?

Call the Benefit Administrator at **(866) 210 - 0361** within sixty (60) days of incurring roadside assistance expenses through the Emergency Assistance Benefit. Please note: If You do not give such notice within sixty (60) days after the expense was incurred, Your claim may be denied.

The Benefit Administrator representative will ask You for some preliminary claim information and will 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 expenses were incurred or Your claim may be denied.

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

- Your completed and signed claim form.
- A copy of the original receipt or other sufficient proof, as determined in the Benefit Administrator's sole discretion, of the emergency roadside assistance expenses You incurred through the use of the Emergency Assistance Benefit.
- The Benefit Administrator may, in its sole discretion, require (a) confirmation of use of the Emergency Assistance Benefit to arrange for emergency roadside assistance services for Your vehicle; or (b) a copy of a police report or other report as the Benefit Administrator deems necessary to determine eligibility for coverage if the claim is due to damage to Your vehicle which was not caused by an accident; (c) confirmation that You were operating Your vehicle at the time eligible emergency roadside assistance services were incurred; or (d) proof of ownership of Your vehicle.
- 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 actual costs of emergency roadside assistance services.

## How will I be reimbursed?

For any claim eligible for reimbursement, the Benefit Administrator will reimburse the Accountholder for the lesser of a) the actual expense (less taxes and any other excluded expenses) of the emergency roadside assistance expense claimed, or b) \$80.00, the maximum amount payable for any claim occurrence.

Please note: Roadside Assistance Expense Reimbursement 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 Provisions for Roadside Assistance Expense Reimbursement:** This protection provides benefits only to You, an eligible Accountholder. You shall use due diligence and do all things reasonable to avoid or diminish emergency roadside assistance expenses. 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 emergency roadside assistance services, no coverage shall exist for such claim and the Roadside Assistance Expense Reimbursement benefit may be canceled. Each Accountholder 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 eligible expense for Roadside Assistance Expense Reimbursement, a claim file will be opened and shall remain open for six (6) months from the date the expense was incurred.

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 the eligible expense was incurred.

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 Benefit Administrator until sixty (60) days after receipt of all necessary documentation needed to substantiate a claim. After the expiration of two (2) 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 Benefit Administrator unless the terms and conditions of this Guide to Benefit have been complied with fully.

This benefit is provided to eligible Accountholders subject to the terms and conditions contained herein. The terms and conditions contained in this Guide to Benefit may be modified.

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 Accountholders whose accounts have been suspended or canceled. The Roadside Assistance Expense Reimbursement described in this Guide to Benefit will not apply to Accountholders whose applicable account(s) are closed, delinquent, or otherwise in default.

Termination dates may vary by financial institution. Your financial institution can cancel or non-renew the benefit, and if they do, they will notify You at least thirty (30) days in advance. This information describes the benefit provided to You as an Accountholder.

**For general questions regarding this benefit, call the Benefit Administrator at (866) 210 – 0361.**