Cellular Telephone Protection Guide to Benefit

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 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 Cellular Telephone Protection?

Subject to the terms and conditions provided in this Guide to Benefit, Cellular Telephone Protection will reimburse the enrolled eligible 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) claim occurrences per Eligible Account through which this benefit is provided per twelve (12) month period. The maximum benefit limit is eight hundred dollars ($800.00) per claim and one thousand dollars ($1000.00) 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 and pay Your monthly Cellular Wireless Telephone bills with Your eligible account issued by your institution ("Eligible Account"). Only Cellular Wireless Telephones purchased by the Accountholder will be covered.

Following the benefit effective date set forth above, Your Cellular Telephone Protection begins the first day of the calendar month following the payment of the Cellular Wireless Telephone bill using Your Eligible Account. If the Accountholder fails to make a Cellular Wireless Telephone bill payment for a particular month, the Cellular Telephone Protection is suspended. Provided the Cellular Telephone Protection continues to be offered, the benefit will resume on the first day of the calendar month following the date of any future Cellular Wireless Telephone bill payment with the Eligible Account.

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 eight hundred dollars ($800.00) 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 eight hundred dollars ($800.00) per claim occurrence, and one thousand dollars ($1000.00) per twelve (12) month period.

You will receive no more than the current suggested retail price of a replacement Cellular Wireless Telephone of like kind and quality less Your fifty- dollar ($50.00) deductible.

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 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 Eligible Account statement reflecting monthly Cellular Wireless Telephone bill payments during the time immediately preceding the damage or theft and Your store receipt for repairs or purchase of Your replacement Cellular Wireless Telephone. You may also be required to submit your damaged device for evaluation of damage. A Cellular Wireless Telephone that has been voluntarily parted with is not eligible for Cellular Telephone Protection.

How do I file a claim?

Call the Benefit Administrator at **(866) 210-0361** or access the Cellular Telephone Protection benefit page of the website for the Eligible Account through which this benefit is made available to You, if applicable, 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 provide the appropriate claim form to You for the submission of your claim. This claim form must be completed, signed, and submitted with all the requested documentation within ninety (90) days from the date of damage or theft of the eligible Cellular Wireless Telephone or Your claim may be denied.

What do I need to submit with my claim?

- Your completed and signed claim form.
- Copies of Your Eligible Account statement reflecting the entire monthly Cellular Wireless Telephone payments for the month preceding the date of damage or theft.
- 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 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, an itemized repair estimate or repair receipt from an authorized Cellular Wireless Telephone repair facility describing the damage to the device, a copy of an insurance claim, or other reports 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) the Accountholder to submit the Cellular Wireless Telephone to the Benefit Administrator to evaluate the damage; or (b) an itemized store receipt for the replacement Cellular Wireless Telephone reflecting the damage to the device being claimed and showing the purchase was made at a Cellular Wireless service provider's retail or Internet store.
- 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, will reimburse the Accountholder for the lesser of a) eight hundred dollars ($800.00) excess of the fifty-dollar ($50.00) deductible; b) the actual or estimated cost of repair excluding taxes and other fees, less the fifty-dollar ($50.00) deductible; or c) the current suggested retail price of a replacement Cellular Wireless Telephone of like kind and quality, excluding taxes, delivery and transportation charges, and other fees paid to 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 Eligible Account through which this benefit is provided 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 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 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 program websites, 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 38555.