



*Guide to Benefits*

# Dillard's American Express® Card

---

Table of Contents	Panel
Cellular Telephone Protection .....	2
Purchase Security.....	4
Extended Warranty Protection .....	6
Travel and Emergency Assistance Services.....	8
Additional Terms .....	10

**Your Guide to Benefits describes the benefits in effect as of 09/01/2022. Benefits information in this guide replaces any prior benefits information you may have received. Please read this guide in its entirety and retain for Your records. While you may not be eligible for coverage of losses under one benefit, you may qualify for coverage under a different benefit. Your eligibility is determined by your financial institution.**

For questions about Your account, balance, or rewards points, please call the customer service number on Your credit card statement or on the back of Your card.

## Cellular Telephone Protection

### What is Covered

This coverage reimburses You for the cost to repair or replace the Cell Phone in the event it is Damaged, Stolen, or is unrecoverable due to Involuntary and Accidental Parting. Cracked screens, cosmetic damage or scratches that do not impact the Cell Phone's capabilities or functionality are not covered.

To be eligible for coverage, the following must occur:

- You must pay the monthly Wireless Bill using Your Covered Card; and
- Wireless Bill charge must post to the Covered Card Account the month immediately preceding the occurrence of the Cell Phone being Damaged, Stolen, or unrecoverable due to Involuntary and Accidental Parting.

Coverage is provided for all Cell Phones with lines that appear on the Wireless Bill.

<b>How Long are You Covered</b>	Coverage starts the first day of the calendar month following the posting of the Wireless Bill charge to the Covered Card Account.  If You fail to make a payment of the Wireless Bill with the Covered Card in a particular month: <ul style="list-style-type: none"><li>• Coverage is suspended beginning the first day of the calendar month following the month in which a charge of the Wireless Bill is not posted to the Covered Card Account; and</li><li>• Coverage resumes on the first day of the calendar month following the date of any future posting of a charge of the Wireless Bill to the Covered Card Account.</li></ul>
<b>Deductible</b>	The amount of \$25 per claim will be deducted from the amount reimbursed for the repair or replacement of the Cell Phone.
<b>Maximum Coverage per Cell Phone</b>	Coverage is limited to the lesser of the following: <ul style="list-style-type: none"><li>• The cost to repair the Cell Phone, less the deductible.</li><li>• The cost to replace the Cell Phone with similar features and functionality at the current market value at time of loss, less the deductible.</li><li>• \$600 per claim.</li></ul>
<b>Maximum Coverage per Covered Card</b>	Coverage is limited to: <ul style="list-style-type: none"><li>• A maximum of 2 paid claims per 12 month period.</li><li>• \$1,200 per 12 month period.</li></ul>

Coverage 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, We will provide coverage subject to the terms, conditions, exclusions, and coverage limits of this benefit.

### Definitions

- **Account** means a Wells Fargo Bank, N.A. credit card account.
- **Cell Phone** means a wireless telephone that can place and receive cellular telephone calls and appears on Your Wireless Bill. Cell Phone does not include tablets, smartwatches or any other device on Your Wireless Bill or connected to a cellular service other than a wireless telephone.
- **Covered Card** means a credit card issued by Wells Fargo Bank, N.A. that provides the benefits described in this Guide.
- **Damage** means the Cell Phone can no longer perform function(s) as intended in normal service due to broken parts, material or structural failures.
- **Involuntary and Accidental Parting** means an unintended separation from Your Cell Phone when its location is known, but recovery is impractical to complete.

- **Stolen or Theft** means the Cell Phone was taken by force and/or under duress or the disappearance of the Cell Phone from a location under circumstances that would indicate the probability of theft and for which a police report has been filed.
- **We, Us or Our** means the insurance company or administrator that provides these benefits for the Covered Card.
- **Wireless Bill** means Your Cell Phone providers' monthly billing statement that includes charges for data, cellular service, or installment payments for the Cell Phone.
- **You or Your** means the person whose name is embossed on the Covered Card.

### **What is NOT Covered**

- Any Cell Phone purchased for resale.
- Any Cell Phone purchased for professional or commercial use.
- Any Cell Phone that is lost (i.e., mysteriously disappears) without any evidence of a wrongful act.
- Cracked screens, cosmetic damage or scratches that do not impact the Cell Phone's capabilities or functionality.
- Any Cell Phone accessories other than the original equipment that came in the original Cell Phone packaging.
- A loss when a Cell Phone is 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).
- A loss due to fraud, abuse, gradual deterioration, vermin, inherent product defects, product recalls, war (whether it be declared or not) or hostilities of any kind (including but not limited to, invasion, rebellion or insurrection, radioactive contamination, or risks of contraband).
- A loss resulting from confiscation by any government, public authority or customs official.
- An Act of God (including but not limited to, flood, hurricane or earthquake), or consequential losses resulting from any Act of God.
- A fraudulent act(s) committed or arranged by You.
- A loss arising from illegal activity or acts.
- A loss due to misdelivery or voluntary parting with the Cell Phone.
- Taxes, delivery & transportation charges and any fees associated with the Cell Phone service provider.
- Consequential or incidental damages.
- The loss or corruption of data and applications.
- Any Cell Phone that is not on the Wireless Bill.
- Tablets, smartwatches or any other device on Your Wireless Bill or connected to a cellular service other than a wireless telephone.

### **How to File a Claim**

To file a claim, call **1-800-316-8051** or visit **<https://mycardbenefits.assurant.com>**. You must notify us of the loss within sixty (60) days of the loss or as soon as reasonably possible.

You will be asked to provide the following documentation to substantiate the claim:

- A copy of Your Wireless Bill demonstrating that the entire monthly payment for the Wireless Bill was made the month prior to the date of Damage or Theft or Involuntary and Accidental Parting, and has been paid with the Covered Card.
- If Your Wireless Bill doesn't show payment with the Covered Card, a copy of Your Covered Card monthly billing statement that corresponds with the above Wireless Bill.
- A copy of the device summary page from Your Wireless Bill or other sufficient proof of the claimed Cell Phone model linked to Your Wireless Bill account.
- If the claim is due to Theft or criminal action, a copy of the police report is required.
- Documentation (if available) of any other claim settlement such as Your cell phone provider or manufacturer's insurance settlement (if applicable).
- Any other documentation deemed necessary in Our sole discretion, to substantiate Your claim, including but not limited to:
  - o An itemized repair estimate from an authorized cell phone repair facility.
  - o An itemized store receipt for the replacement Cell Phone.

The requested documents must be submitted within one hundred twenty (120) days of the loss or the claim may not be honored.

Depending on the nature and circumstances of Your claim, We may choose to reimburse You for the cost to repair or replace Your Cell Phone for the lesser of the following:

- The cost to repair the Cell Phone, less the deductible.
- The cost to replace the Cell Phone with similar features and functionality at the current market value at time of loss, less the deductible.
- \$600 per claim.

We will notify You of Our decision once We have processed Your claim. Your claim will be finalized within fifteen (15) business days after We have received all the documentation needed to substantiate Your claim.

All claims must be fully substantiated as to the time, place, cause, and purchase price of the Cell Phone. If the Cell Phone is Damaged, do not discard it until the claim has been fully reviewed. We may require that You submit Your Cell Phone for evaluation and/or salvage.

Refer to **Additional Terms** for more information (page 10).

## Purchase Security

If an item You purchase is damaged or stolen within the first ninety (90) days from the date of purchase, We may reimburse You the cost to repair or replace the item.

To be eligible for coverage, You must pay for the entire cost of the item with Your Covered Card and/or rewards program associated with Your covered Account.

<b>How Long are You Covered</b>	Ninety (90) days from date of purchase for each item.
<b>Maximum Coverage per Item</b>	<p>Coverage is limited to the lesser of the following:</p> <ul style="list-style-type: none"> <li>• The cost to repair item.</li> <li>• The cost to replace the item with an item of like kind and quality.</li> <li>• The amount charged to the Covered Card and/or rewards program associated with Your covered Account (excluding shipping and handling).</li> <li>• \$1,000 per item.</li> </ul> <p>Pairs or sets of items will be repaired or replaced individually regardless of the particular part or parts, stolen or damaged, regardless of any special value that item may have as part of such a pair or set, and no more than the proportionate part of an aggregate purchase price of such pair or set.</p>
<b>Maximum Coverage per 12 Month Period per Account</b>	\$50,000

We will decide whether to reimburse for the cost to have the item repaired or replaced, whichever is less; maximum coverage limits apply.

Coverage is supplemental to and excess of valid and collectible insurance or indemnity (including, but not limited to, homeowner's, renter's, automobile, or employer's insurance policies). This means that if You have another insurance policy, this benefit will cover only the amount Your other policies do not. Deductibles You may have to pay under Your other insurance policies are covered.

### Definitions

- **Account** means a Wells Fargo Bank, N.A. credit card account.
- **Covered Card** means a credit card issued by Wells Fargo Bank, N.A. that provides the benefits described in this Guide.
- **We, Us or Our** means the insurance company or administrator that provides these benefits for the Covered Card.
- **You or Your** means the person whose name is embossed on the Covered Card.

## WHAT'S COVERED

Purchases made by You using Your Covered Card and/or rewards program associated with Your covered Account.

## WHAT'S NOT COVERED

Coverage does not apply to the following items:

- Boats, cars, aircraft, or any other motorized land, air or water vehicles and their motors, equipment, or accessories, including trailers and other items towable or attachable to any motorized vehicle.
- Products that can spoil or be consumed, and limited-life items including, but not limited to, cosmetics, perfumes, rechargeable batteries, food, fuel, or medications.
- Advice or services for a purchased item, such as product installation, labor, maintenance or repair.
- Jewelry, loose gems, semi-precious or precious stones, metals and pearls.
- Watches.
- Collectible items including but not limited to, antiques, coins, art, sports memorabilia or stamps.
- Cash, securities, credit or debit cards, and any other negotiable instrument (such as any form of checks, money orders and promissory notes).
- Tickets of any kind (e.g., for airlines, sporting events, concerts or lottery).
- Items purchased for resale, professional or commercial use.
- Animals, including live or mounted animals or fish, taxidermy and living plants.
- Real estate and items which are intended to become part of real estate including, but not limited to, items that are hard-wired or hard-plumbed, garage doors, garage door openers, and ceiling fans.
- Firearms, weapons, or ammunition.
- Rented and leased items.
- Computer software.
- Medical equipment.

Coverage does not apply to any item under these conditions:

- Theft or damage stemming from abuse, fraud, hostilities (war, invasion, rebellion, insurrection, terrorist activities, and more); confiscation by authorities (if contraband or illegal); normal wear and tear; radioactive contamination.
- The item is damaged due to flood or earthquake.
- The item is damaged because of a product defect or experiences normal wear and tear where no failure has occurred.
- Items that are previously owned, used, altered, and/or sold "as is" (Refurbished items will not be considered used or previously owned as long as accompanied by a warranty).
- Items that are lost, or that "mysteriously disappear," meaning they vanished in an unexplained manner, with no evidence of wrongdoing by one person or several.
- Theft or damage from misdelivery, or voluntarily parting with property.
- Items under the control and care of a third party (including, but not limited to, the U.S. Postal Service, airplanes, or a delivery service).

## HOW TO FILE A CLAIM

**Please keep the damaged item in case You are asked to provide it at Your expense. For stolen items, You will be required to provide a police report.**

Please follow the steps below and pay close attention to the deadlines to make sure You remain eligible for coverage.

To file a claim, call **1-800-316-8051** or visit **<https://mycardbenefits.assurant.com>**. You must notify Us of the loss within sixty (60) days of the loss or as soon as possible.

You will be asked to provide the following documentation to substantiate the claim:

- A copy of Your entire monthly billing statement (showing the last four (4) digits of the Account number) demonstrating that the purchase was made on Your Covered Card and/or rewards program associated with Your covered Account.
- A copy of the itemized sales receipt demonstrating that the purchase was made on Your Covered Card and/or rewards program associated with Your covered Account.
- Copy of the documentation of any other settlement of the loss (if applicable).

- For damaged items, a repair estimate from an authorized repair facility (with diagnosis, breakdown of cost, and condition of item). If the item is not repairable and is eligible for replacement, you may be required to provide a statement of non-repair from the authorized repair facility.
- A copy of a police report (in the case of theft), fire report, or other incident report made within forty-eight (48) hours of the incident or as soon as reasonably possible.
- Any other documentation required to substantiate the claim.

Note: You may be asked to send the damaged item, at Your expense, as part of the claim review process prior to being reimbursed.

The requested documents must be submitted within ninety (90) days of the loss or the claim may not be honored.

### How Your Benefit Amount Will Be Determined

We will decide whether to reimburse You for the cost to repair or replace the item for up to the lesser of the following:

- The cost to repair item.
- The cost to replace the item with an item of like kind and quality.
- The amount charged to the Covered Card and/or rewards program associated with Your covered Account (excluding shipping and handling).
- \$1,000 per item and a maximum of \$50,000 per 12 month period per Account.

If You make or have made a claim and received payment, You won't receive coverage for the same or similar items or incidents under another Covered Card benefit.

Refer to **Additional Terms** for more information (page 10).

### Extended Warranty Protection

This coverage extends the manufacturer's U.S. repair warranty by an additional twelve (12) months.

To be eligible for coverage:

- You must pay for the entire cost of the item with Your Covered Card and/or rewards program associated with Your covered Account.
- The item must have a valid manufacturer's U.S. repair warranty of thirty-six (36) months or less.

<p><b>How Long are You Covered</b></p>	<p>We will extend the manufacturer's warranty for an additional twelve (12) months.</p> <p>For example:</p> <ul style="list-style-type: none"> <li>• On a manufacturer's warranty of six (6) months, You would be provided with an additional twelve (12) months of coverage for a combined total of eighteen (18) months of coverage.</li> <li>• On a manufacturer's warranty of twelve (12) months, You would be provided with an additional twelve (12) months of coverage for a combined total of twenty-four (24) months of coverage.</li> <li>• On a manufacturer's warranty of thirty-six (36) months, You would be provided with an additional twelve (12) months of coverage for a combined total of forty-eight (48) months of coverage. If the manufacturer's warranty is for more than thirty-six (36) months, there would be no extension of coverage.</li> </ul>
<p><b>Maximum Coverage per Item</b></p>	<p>Coverage is limited to the lesser of the following:</p> <ul style="list-style-type: none"> <li>• The cost to repair the item.</li> <li>• The cost to replace the item with an item of like kind and quality.</li> <li>• The amount charged to the Covered Card and/or rewards program associated with Your covered Account (excluding shipping and handling).</li> <li>• \$10,000 per item.</li> </ul>

<b>Maximum Coverage per 12 Month Period per Account</b>	\$50,000
---	----------

We will decide whether to reimburse for the cost to have the item repaired or replaced, whichever is less; maximum coverage limits apply.

If Your item is to be repaired, You may go to an authorized repair facility and file a claim for reimbursement. Only valid, customary and reasonable repairs made at the authorized repair facility are covered.

If You received or purchased a service contract or an extended warranty when You purchased Your item, this benefit will be supplemental to, and in excess of, that coverage.

#### **How to store Your warranty:**

When You purchase an eligible item that carries a manufacturer's warranty, You can store Your itemized sales receipt and warranty information online at <https://mycardbenefits.assurant.com>.

You can call **1-800-316-8051** for assistance uploading Your documentation.

If You choose not to utilize the warranty storage, be sure to keep Your monthly billing statement reflecting the purchase, the itemized sales receipt, and the warranty information in a safe place. These documents will be required to verify Your claim.

#### **Definitions**

- **Account** means a Wells Fargo Bank, N.A. credit card account.
- **Covered Card** means a credit card issued by Wells Fargo Bank, N.A. that provides the benefits described in this Guide.
- **We, Us or Our** means the insurance company or administrator that provides these benefits for the Covered Card.
- **You or Your** means the person whose name is embossed on the Covered Card.

## **WHAT'S COVERED**

Purchases made by You using Your Covered Card and/or rewards program associated with Your covered Account.

## **WHAT'S NOT COVERED**

Coverage does not apply to the following items:

- Boats, cars, aircraft, or any other motorized land, air or water vehicles and their motors, equipment, or accessories, including trailers and other items towable or attachable to any motorized vehicle.
- Any costs other than those specifically covered under the terms of the manufacturer's written U.S. repair warranty.
- Items that are previously owned, used, altered, and/or sold "as is" (Refurbished items will be covered as long as they have a warranty with it and would not be considered used or previously owned.)
- Items purchased for resale, professional or commercial use.
- Real estate and items which are intended to become part of real estate including, but not limited to, items that are hard-wired or hard-plumbed, garage doors, garage door openers, and ceiling fans.
- Rented and leased items.
- Computer software.
- Medical equipment.

## **HOW TO FILE A CLAIM**

Please keep the damaged item in case You are asked to provide it at Your expense.

Please follow the steps below and pay close attention to the deadlines to make sure You remain eligible for coverage.

To file a claim, call **1-800-316-8051** or visit <https://mycardbenefits.assurant.com>. You must notify Us of the loss within sixty (60) days of the loss or as soon as possible.

You will be asked to provide the following documentation to substantiate the claim:

- A copy of Your entire monthly billing statement (showing the last four (4) digits of the Account number) demonstrating that the purchase was made on Your Covered Card and/or rewards program associated with Your covered Account.
- A copy of the itemized sales receipt demonstrating that the purchase was made on Your Covered Card and/or rewards program associated with Your covered Account.
- A copy of the manufacturer's written U.S. warranty.
- If You are eligible to file a claim under a service contract or an extended warranty purchased or provided to You by the retailer, please provide a copy of the settlement or denial.
- A description of the item and its serial number, and any other documentation deemed necessary to substantiate Your claim such as a copy of the maintenance record and receipts.
- A repair estimate from an authorized repair facility (with diagnosis, breakdown of cost, and condition of item). If the item is not repairable and is eligible for replacement, you will be required to provide a statement of non-repair from the authorized repair facility.
- Any other documentation required to substantiate the claim.

Note: You may be asked to send the damaged item, at Your expense, as part of the claim review process prior to being reimbursed.

The requested documents must be submitted within ninety (90) days of the loss or the claim may not be honored.

### **How Your Benefit Amount Will Be Determined**

We will decide whether to reimburse You for the cost to repair or replace the item for up to the lesser of the following:

- The cost to repair the item.
- The cost to replace the item with an item of like kind and quality.
- The amount charged to the Covered Card and/or rewards program associated with Your covered Account (excluding shipping and handling).
- \$10,000 per item and a maximum of \$50,000 per 12 month period per Account.

Refer to **Additional Terms** for more information (page 10).

## **Travel and Emergency Assistance Services**

---

Travel and Emergency Assistance Services are made available to help the Covered Traveler in case of an emergency while traveling away from home. We can connect the Covered Traveler with the appropriate local emergency and assistance resources available, 24 hours a day, 365 days a year.

Any information or referral We provide is free, but the Covered Traveler will have to pay for any services used, such as medical care or legal advice.

*Please note that due to occasional issues such as distance, location, or time, We cannot be responsible for the availability, use, cost, or results of any medical, legal, transportation, or other services. Service may not be available in countries where the US Department of State has current travel warning issued or in countries where the US Department of the Treasury's Office of Foreign Assets Control (OFAC) has active economic or trade sanctions or that are subject to other applicable trade or economic sanctions, laws and regulations.*

*The Covered Traveler should consider the restrictions on services related to international laws on sanctions before planning the trip. Additionally, no services will be available in any country or territory where the existing infrastructure is deemed inadequate by Us to guarantee service. **Should the Covered Traveler have doubt about the availability of service at their intended travel destination, they may contact us at 1-800-316-8051 to verify.***

### **Definitions**

- **Common Carrier** means a mode of transportation by land, water or air operated under a license for the transportation of passengers for hire, available on a regular schedule, and for which a ticket must be purchased prior to commencing travel. Common Carrier does not include taxis, rideshares (such as Uber or Lyft), limousine services, or commuter rail or commuter bus lines.



- **Covered Card** means a credit card issued by Wells Fargo Bank, N.A. that provides the benefits described in this Guide.
- **We, Us or Our** means the insurance company or administrator that provides these benefits for the Covered Card.
- **You or Your** means the person whose name is embossed on the Covered Card.

## WHO'S ELIGIBLE

**Covered Travelers** means You, Your spouse or Domestic Partner and Your Dependent Children traveling on the trip.

**Dependent Children** means those children, including adopted children and those children placed for adoption, who are primarily dependent upon You for maintenance and support, and who: 1) are under the age of nineteen (19), and reside with You; 2) are under the age of twenty-five (25) and classified as full-time students; or 3) have a permanent physical or intellectual disability and are incapable of self-support.

**Domestic Partner** means a committed relationship between two unmarried adults, in which the partners 1) are each other's sole Domestic Partner; 2) maintain a common residence; 3) share financial obligations if both are employed, such as a joint mortgage or lease, joint bank account, joint title to or ownership of a motor vehicle or status a joint lessee on a motor vehicle lease or a joint credit card account with a financial institution; 4) are not married or joined in a civil union to anyone else or are not the Domestic Partner of anyone else; and 5) are not blood related.

Note: You are still eligible for services on trips for Covered Traveler(s) even if You are not traveling with the Covered Traveler(s).

## SERVICES PROVIDED

Travel and Emergency Assistance Services provide assistance and referral only. The Covered Traveler is responsible for the cost of any actual medical, legal, transportation, cash advance, or other services or goods provided.

We connect the Covered Traveler with the following services when needed:

- **Emergency Message Service** – can relay emergency messages for Covered Travelers. We will use reasonable efforts to relay emergency messages in accordance with benefit guidelines and limitations, but cannot take responsibility for the failure to transmit any message successfully. *All costs are the Covered Traveler's responsibility.*
- **Medical Referral Assistance** – provides medical referral, monitoring, and follow-up. We can give the Covered Traveler names of local English-speaking doctors, dentists, and hospitals; assign a doctor to consult by phone with local medical personnel, if necessary, to monitor their condition; keep in contact with their family, and provide continuing liaison; and help the Covered Traveler arrange medical payments from their personal account. *All costs are the Covered Traveler's responsibility.*
- **Legal Referral Assistance** – can arrange contact with English-speaking attorneys and U.S. embassies and consulates if the Covered Traveler is detained by local authorities, has a car accident, or needs legal assistance. In addition, We can coordinate bail payment from the Covered Traveler's personal account. We can also follow up to make sure bail has been properly handled. *All costs are the Covered Traveler's responsibility.*
- **Emergency Transportation Assistance** – can help the Covered Traveler make all the necessary arrangements for emergency transportation home or to the nearest medical facility. This includes arranging to bring their young children home and helping them stay in contact with family members or employers during the emergency. In the case of a death, We can make arrangements to repatriate the remains. *All costs are the Covered Traveler's responsibility.*
- **Emergency Ticket Replacement** – helps the Covered Traveler through their carrier's lost ticket reimbursement process and assists in the delivery of a replacement ticket to them, should they lose their ticket. *All costs are the Covered Traveler's responsibility.*
- **Lost Luggage Locator Service** – can help the Covered Traveler through the Common Carrier's claim procedures or can arrange shipment of replacement items if an airline or Common Carrier loses their checked luggage. *The Covered Traveler is responsible for the cost of any replacement items shipped to them.*

- **Emergency Translation Services** – provides telephone assistance in all major languages and helps find local interpreters, if available, when the Covered Traveler needs more extensive assistance. *All costs are the Covered Traveler's responsibility.*
- **Prescription Assistance and Valuable Document Delivery Arrangements** – can help the Covered Traveler fill or replace prescriptions, subject to local laws, and can arrange pickup and delivery of their prescriptions filled for them at local pharmacies. It can also help transport critical documents they may have left at home or elsewhere. *All costs are the Covered Traveler's responsibility.*
- **Pre-Trip Assistance** – can give the Covered Traveler information on their destination before they leave such as ATM locations, currency exchange rates, weather reports, health precautions, necessary immunizations, and required passport visas.
- **Cash Advance Assistance** – Emergency funds will be arranged and made available to the Covered Traveler, from the Covered Traveler's personal account in the event money is lost, stolen, or inaccessible due to events such as banking holidays. *All costs are the Covered Traveler's responsibility.*

## HOW TO REQUEST HELP 24 HOURS A DAY:

Call **1-800-316-8051** in the United States, or call collect internationally at **1-800-348-0767**.

Services are not insurance and are performed by a third party provider.

Refer to **Additional Terms** for more information (page 10).

These Additional Terms pertain to the Cellular Telephone Protection; Purchase Security; Extended Warranty Protection; and Travel and Emergency Assistance Services.

## Additional Terms

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

Benefits are purchased and provided complimentary to You by Wells Fargo Bank, N.A.

Cellular Telephone Protection; Purchase Security; and Extended Warranty Protection coverage ("Description of Coverage" or "DOC") is provided under a Group Policy of insurance issued by Virginia Surety Company, Inc. ("VSC"). The DOCs in this Guide are intended as a summary of benefits provided to You. The DOCs and all the information about these benefits listed in these Additional Terms is governed by the conditions, limitations, and exclusions of the Group Policy. Benefits not listed above and described in this Guide may be provided by a third party provider.

### Privacy Notice:

As the provider of benefits, Virginia Surety Company, Inc. collects personal information about You from the following sources: information the provider gathers from You, from Your request for benefits or other forms You furnish to the provider, such as Your name, address, telephone number, and information about Your transactions with the provider such as claims made and benefits paid. The provider may disclose all information it collects, as described above, to its affiliates, subsidiaries and partners, as well as to non-affiliated third parties that perform administrative or other services on our behalf solely in connection with the benefits You have received. By providing this information to the provider, You agree that the provider may use Your information in accordance with this Privacy Notice, such as to provide benefits entitled to You, and to meet regulatory and contractual requirements relating to the benefits provided to You. The provider uses commercially reasonable physical, electronic, and procedural safeguards that comply with federal regulations to maintain the confidentiality of Your personal information. The provider takes appropriate technical and organizational measures to protect Your personal information from accidental or unlawful destruction, accidental loss, and unauthorized alteration, disclosure, or access. The provider does not disclose any personal information about former beneficiaries to anyone, except as required by law. The provider restricts access to personal information about You to those authorized individuals or third parties who reasonably need to know that information in order to provide benefits to You.

Should You have any questions about the procedures or the information contained within Your file, please contact the provider by writing to:

Virginia Surety Company, Inc.  
The Assurant Privacy Office  
Post Office Box 979047, Miami, FL 33197-9047

**Effective date of benefits:**

Effective 09/01/2022, this Guide replaces all prior disclosures, program descriptions, advertising, and brochures by any party. We reserve the right to change the benefits and features of these programs at anytime.

**Cancellation:**

These benefits can be cancelled at any time or non-renewed for You. In the event a benefit is cancelled or non-renewed, You may be notified as required by law. Coverage will still apply for the benefit prior to the date of such cancellation or non-renewal, subject to the terms and conditions of coverage. The provider of these benefits shall not be required to give notice if substantially similar coverage has been obtained from another provider without a lapse of coverage.

**Benefits to You:** These benefits apply to cards issued in the United States by Wells Fargo Bank, N.A. No person or entity other than You 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, benefits will still apply prior to the date that Your account is suspended or cancelled, subject to the terms and conditions of coverage.

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

**Illegal Activity, Misrepresentation and Fraud:** Benefits shall not be provided if You or any covered person has been involved in any illegal activity or concealed or misrepresented any material facts concerning these benefits. If providing benefits would violate United States economic or trade sanctions, the coverage will not be provided.

**Dispute Resolution-Arbitration (not applicable to NY Residents):**  
**READ THE FOLLOWING ARBITRATION PROVISION (THIS “ARBITRATION PROVISION”) CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO A JURY TRIAL AND TO OBTAIN REDRESS THROUGH COURTS.**

Any and all claims, disputes, or controversies of any nature whatsoever (whether in contract, tort or otherwise), including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable claims) arising out of, relating to, or in connection with (1) this DOC, or (2) the validity, scope, interpretation, or enforceability of this Arbitration Provision or of the entire DOC (“Claim”), shall be resolved by binding arbitration before a single arbitrator. Unless You and VSC mutually agree on an alternative, the arbitration will take place in the county and state where You live. All arbitrations shall be administered by the American Arbitration Association (“AAA”) in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the Claim is filed. The terms of this Arbitration Provision shall control any inconsistency between the AAA’s Rules and this Arbitration Provision. You may obtain a copy of the AAA’s Rules by calling (800) 778-7879. Upon written request VSC will advance to You either all or part of the fees of the AAA and of the arbitrator after You have been unsuccessful in obtaining a waiver of fees and costs from the AAA. The arbitrator will decide whether You or VSC will be responsible for these fees. The arbitrator shall apply relevant substantive federal and state law and applicable statutes of limitations and shall provide written, reasoned findings of fact and conclusions of law. This Arbitration Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. **If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Provision, except that in no event shall this Arbitration Provision be amended or construed to permit arbitration on behalf of a group or class.** For the purpose of this Arbitration Provision, “VSC” shall be deemed to include Virginia Surety Company, Inc. and all of its affiliates, successors and assigns, their respective principals, partners, officers and directors and all of the dealers, licensees, agents, and employees of any of the

foregoing entities. This Arbitration Provision shall inure to the benefit of and be binding on You and each of the aforementioned persons and entities. This Arbitration Provision shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of the Group Policy.

**No Class Actions/No Joinder of Parties:** You agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. You also agree that You will not join with others to bring Claims in the same arbitration proceeding.

**YOU AND VSC UNDERSTAND AND AGREE THAT BECAUSE OF THIS ARBITRATION PROVISION NEITHER YOU NOR VSC WILL HAVE THE RIGHT TO GO TO COURT EXCEPT AS PROVIDED ABOVE OR TO HAVE A JURY TRIAL OR TO PARTICIPATE AS ANY MEMBER OF A CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM.**

**Due Diligence:** All parties are expected to exercise due diligence to avoid or diminish any theft, loss or damage to the property covered 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 this benefit, the provider is entitled to recover such amounts from other parties or persons. Any party who receives payment under this benefit must transfer to the provider 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.

**Salvage:** If an item is not repairable, the administrator may request You send the item to the administrator for salvage at Your expense. Failure to remit the requested item for salvage to the claim administrator may result in denial of the claim.

**Secondary Insurance:** Coverage is secondary to any other applicable insurance or indemnity available to You unless indicated within the Guide. 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 Guide. In no event will 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.

**Conformity of Statute:** If benefit coverage does not conform to applicable provisions of State or Federal law, the benefit coverage is hereby amended.

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

© 2022 Wells Fargo Bank, N.A.

American Express is a federally registered service mark of American Express and is used by Wells Fargo pursuant to a license.

This credit card program is issued and administered by Wells Fargo, N.A.

Wells Fargo is not affiliated with nor does it maintain control over any other company offering products, services or policies. Wells Fargo is not responsible for the actions or omissions of these companies nor is Wells Fargo responsible for any other cause, condition, or event beyond its direct control.

LS 9760