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Cellular Telephone Protection

United States – Executive Explorer Card Accounts

(applies to both Visa and Mastercard)

Description of Coverage provided for Bank of America

Description of Coverage

This Description of Coverage replaces any and all Descriptions of Coverage previously issued to the insured with respect to insurance described herein.

Your Guide to Benefit describes the benefit in effect as of 11/1/19. Benefit information in this guide replaces any prior benefit information You may have received. Please read and retain for Your records. Your eligibility is determined by Your financial institution.

Cellular Telephone Protection

Cell phones have become an everyday necessity for the average person, which means if Your cell phone is damaged or stolen, getting it repaired or replaced is not optional.

Fortunately, Cellular Telephone Protection is available which provides coverage for damage to, theft of, or involuntary and accidental parting of Your cell phone. An involuntary and accidental parting is the unintended separation from Your cell phone when its location is known, but recovery is impractical to complete. This benefit is available if You are a valid cardholder of an eligible U.S. issued card enrolled in the Cellular Telephone Protection benefit and You charge Your monthly cellular wireless phone bills to Your eligible card for the billing cycle before the month in which the incident occurs. Eligible cell phones are the lines listed on Your most recent cellular wireless service provider's ("cell phone provider") monthly billing statement for the billing cycle prior to when the incident occurred.

What is covered?

This benefit is supplemental coverage, which means that it will reimburse You for theft of, damage to or involuntary and accidental parting of Your cell phone not otherwise covered by another insurance policy (for example; cell phone insurance programs, or Your homeowner's, renter's, automobile, or employer's insurance policies).

If You **do** have personal insurance that covers theft, damage or involuntary and accidental parting for Your cell phone, this benefit reimburses You for the deductible portion of Your cell phone insurance.

If You **do not** have personal insurance, the benefit reimburses You for the covered theft, damage, or involuntary and accidental parting for Your cell phone.

Once all other insurance has been exhausted, Cellular Telephone Protection will provide coverage up to **six hundred dollars (\$600.00) per** claim with a maximum of two (2) claims **and twelve hundred dollars (\$1,200.00) per** twelve (12) month period. If it is determined that Your cell phone requires replacement due to the theft of, damage to or an involuntary or accidental parting of the device, You will receive the replacement value subject to the **one hundred-dollar (\$100.00) deductible** and the benefit maximum. The replacement value is the lesser of Your cellular wireless service provider's suggested retail value of a similar model replacement cell phone or the actual cost to replace the cell phone.

If Your cell phone is repairable, You will receive an amount as determined by the diagnostic to repair the cell phone subject to the benefit maximum and **one hundred-dollar (\$100.00) deductible**.

Note: Electronic issues, such as inability to charge, mechanical or battery failure, where there is no evidence of physical damage, are not covered under this program.

When does it apply?

Cellular Telephone Protection applies when You make Your monthly cellular wireless phone bill payment with Your eligible card. Coverage begins the first day of the calendar month following a payment of the cellular wireless phone bill.

If You fail to make a cellular wireless phone bill payment in a particular month, Your coverage will be suspended. Coverage will resume on the first day of the calendar month after the date of any future cellular wireless phone bill payment made with the eligible card.

If Your cell phone is stolen as a result of criminal activity, You must file a police report within forty-eight (48) hours of the event.

What *is not* covered?

This benefit will not provide reimbursement for the following:

- Cell phone accessories other than standard battery and/or standard antenna provided by the manufacturer
- Cell phones purchased for resale
- Cell phones that are lost or “mysteriously disappear,” meaning that the phone vanished in an unexplained manner without evidence of a wrongful act by a person or persons
- Cell phones under the care and control of a common carrier (including, but not limited to, the U.S. Postal Service, airplanes, or delivery service)
- Cell phones stolen from baggage unless hand-carried and under Your personal supervision, or under supervision of Your traveling companion
- Cell phones which have been rented, borrowed or are part of pre-paid or “pay as you go” type plans
- Cosmetic damage to the cell phone or damage that does not impact the cell phone’s capabilities and functionalities
- 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
- Damage or theft resulting from misdelivery or voluntary parting with the cell phone
- Taxes, delivery and transportation charges, and any fees associated with the cellular wireless service provider

How to file a Cellular Telephone Protection claim

1. Within sixty (60) days of the date of the damage or theft, notify the Benefit Administrator at **1-866-894-8569**. The Benefit Administrator will ask You some preliminary questions and send You the appropriate claim form. **Please note, if You do not notify the Benefit Administrator within sixty (60) days after the damage or theft, Your claim may be denied.**
2. Return the completed, signed claim form and the requested documentation below within ninety (90) days of the date of the damage or theft to the address provided by the Benefit Administrator.

For faster filing, or to learn more about Cellular Telephone Protection, visit www.cardbenefitservices.com

Please submit the following documents:

- The completed signed claim form
- A copy of Your cellular wireless service provider billing statement demonstrating that the entire monthly payment for the cellular wireless phone bill was made the month prior to the date of damage or theft and has been paid with the eligible card.
- If Your cellular wireless service provider's billing statement doesn't show payment with the eligible card, a copy of Your card monthly billing statement that corresponds with the above cellular wireless phone monthly billing statement
- A copy of the device summary page from Your cellular wireless phone bill or other sufficient proof of the claimed cell phone model linked to Your cell phone 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 event**
- Based on the details of the claim, the Benefits Administrator may request additional verification including:
 - An itemized repair estimate from an authorized cell phone repair facility
 - The damaged cell phone, for evaluation of its damage
 - An itemized store receipt for the replacement cell phone
- Documentation (if available) of any other claim settlement such as Your cellular wireless provider or manufacturer's insurance settlement (if applicable)
- Any other documentation deemed necessary in the Benefits 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 cell phone.

If the cell phone is damaged, do not discard it until the claim has been fully reviewed.

How will I be reimbursed?

Depending on the nature and circumstances of Your claim, the Benefit Administrator may choose to repair or replace Your cell phone or reimburse You for the lesser of:

- a) Up to six hundred dollars (\$600.00) after the one hundred-dollar (100.00) deductible has been applied to the replacement or repair cost; or
- b) The current cellular wireless service provider's suggested retail value of a similar model replacement cell phone, or the actual cost to replace it, whichever is lower (not including taxes, delivery and transportation charges or fees associated with the cellular wireless service provider), less Your one hundred-dollar (\$100.00) deductible.
- c) If Your cell phone is repairable, You will receive an amount as determined by the diagnostic to repair the cell phone less Your one hundred-dollar (\$100.00) deductible.

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

Definitions

Eligible Person means a cardholder who pays for their monthly cellular wireless phone bill with their eligible card.

You and Your means an enrolled cardholder who has charged their monthly cellular wireless phone bill to their covered card.

Additional provisions for Cellular Telephone Protection

- Signed or pinned transactions are covered as long as You use Your eligible account to secure the transaction.
- You shall do all things reasonable to avoid or diminish any loss covered by this benefit. This provision will not be unreasonably applied to avoid claims.
- If You make any claim knowing it to be false or fraudulent in any respect, no coverage shall exist for such claim, and Your benefit may be cancelled. Each cardholder agrees that representations regarding claims will be accurate and complete. Any and all relevant provisions shall be void in any case of fraud, intentional concealment, or misrepresentation of material fact.
- No legal action for a claim may be brought against the Provider until sixty (60) days after the Provider receives Proof of Loss. No legal action against the Provider may be brought more than two (2) years after the time for giving Proof of Loss. Further, no legal action may be brought against the Provider unless all the terms of the Guide to Benefits have been complied with fully.
- This benefit is provided to eligible cardholders at no additional cost. The terms and conditions contained in this Guide to Benefits may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide to Benefits mailings, statement inserts, statement messages or electronic notification. The benefits described in this Guide to Benefits will not apply to cardholders whose Accounts have been suspended or cancelled.
- Termination dates may vary by financial institutions. Your financial institution can cancel or non-renew the benefits for cardholders, and if they do, they will notify You at least thirty (30) days in advance. Indemnity Insurance Company of North America ("Provider") is the underwriter of these benefits and is solely responsible for its administration and claims. The Benefit Administrator provides services on behalf of the Provider.
- 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 the payment made to You. You must give the Benefit Administrator all assistance as may reasonably be required to secure all rights and remedies.
- This benefit does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit the provision of insurance, including, but not limited to, the payment of claims.

For more information about the benefit described in this guide, call the Benefit Administrator at 1-866-894-8569.

