# **CELLULAR TELEPHONE PROTECTION BENEFIT GUIDE**

Please keep this document in a safe place. It will serve as a valuable reference guide in understanding your Cellular Telephone Protection Benefit. The Benefit Administrator can assist you with general questions regarding this Benefit. Please call 1.855.624.2514 to speak to the Benefit Administrator.

### CELLULAR TELEPHONE PROTECTION ELIGIBILITY

To be eligible for this Benefit, you must be a member of My Rewards in good standing. Only cellular wireless telephones purchased by the member will be covered. Eligible cellular wireless telephones are the primary line and up to the first two 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 not available to residents of New York.

#### CELLULAR TELEPHONE PROTECTION BENEFIT

Cellular Telephone Protection will reimburse the member for damage or theft of eligible cellular wireless telephones, subject to the terms and conditions as described in this Benefit Guide.

Your Cellular Telephone Protection begins the first day of the calendar month following the payment of membership fees. If the member fails to be an active member in a particular month then the Cellular Telephone Protection Benefit will terminate.

Cellular Telephone Protection is supplemental to, and in excess of, valid and collectible insurance or indemnity (including, but not limited to, manufacturer's warranty, 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 damage or theft not to exceed the limits of liability of this Benefit, less a fifty dollar (\$50.00) co-payment per claim and subject to the terms, conditions and exclusions as described in this Benefit Guide.

#### LIMITS OF LIABILITY

The limit of liability under this Benefit is \$200.00 per claim, with a maximum Benefit of \$400.00 per twelve (12) month period.

### HOW DO I FILE A CLAIM?

Call the Benefit Administrator at 1.855.624.2514 within thirty days (30) of the damage or theft. If you do not give such notice your claim will be denied. The Benefit Administrator will ask you 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 or your claim will be denied.

### WHAT DO I NEED TO SUBMIT WITH MY CLAIM?

- Your completed and signed claim form.
- Copies of your account statement reflecting the entire monthly cellular wireless telephone payments for the month preceding the date 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 member 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 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 GET REIMBURSED?

The Benefit Administrator, at its sole discretion, may choose to repair or replace the cellular wireless telephone or reimburse the member for the lesser of a) \$200.00 in excess of the fifty dollar (\$50.00) copayment; 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) copayment.

## WHAT IS NOT COVERED

- a. Cellular wireless telephones purchased for resale, professional, or commercial use;
- b. Any loss, repair or damage caused or resulting from pre-existing conditions;
- c. Accessories other than standard battery and/or standard antenna provided by the manufacturer;
- d. Lost or "mysterious disappearance" (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);
- e. Losses that occur under the care and control of a common carrier (including but not limited to U.S. Postal Service, airplanes, or delivery service);
- f. Theft from baggage unless hand-carried and under your personal supervision, or under the supervision of your traveling companion who is previously known to you;
- g. Theft from a construction site;
- h. Losses that occur on rented, leased, borrowed or cellular wireless telephones that are received as part of a pre-paid plan or "pay as you go" type plans;
- i. Cosmetic damage or damage that does not impact the cellular wireless telephone's ability to make or receive phone calls;
- j. 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;
- k. Damage or theft resulting from misdelivery or voluntary parting with the cellular wireless telephone;
- I. Replacement cellular wireless telephones not purchased from a cellular service provider's retail or internet store;
- m. Taxes, delivery and transportation charges, and any fees associated with the cellular service provider.

## **OUR RIGHT TO RECOVER PAYMENT**

If you have a right to recover against another party for any claims that have been paid under this Benefit, your rights shall become Our rights. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after you are fully compensated for your loss.