

# Wells Fargo Active Cash® Card Guide to Benefits

## Benefits

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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.

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.

## Benefits

### 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.

How Long are You Covered	<p>Coverage starts the first day of the calendar month following the posting of the Wireless Bill charge to the Covered Card Account.</p> <p>If You fail to make a payment of the Wireless Bill with the Covered Card in a particular month:</p> <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>
Deductible	The amount of \$25 per claim will be deducted from the amount reimbursed for the repair or replacement of the Cell Phone.
Maximum Coverage per Cell Phone	<p>Coverage is limited to the lesser of the following:</p> <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>
Maximum Coverage per Covered Card	<p>Coverage is limited to:</p> <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>

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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 are leaving Wells Fargo and entering a website that Wells Fargo does not control. Wells Fargo has provided this link for your convenience, but does not endorse and is not responsible for the content, links, privacy policy, or security policy of this website. 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:
  - An itemized repair estimate from an authorized cell phone repair facility.

- 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.

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## Emergency Cash Disbursement and Card Replacement

Lost, stolen, or damaged card? Need emergency card or cash? Visa credit cardholders can get an emergency cash advance disbursed or a card replaced within one to three business days, in some cases, within 24 hours, after issuer approval. Any cash advance fees and interest charges that are associated with your credit card account will apply. Cardholder is responsible for any additional charges or fees that may be applied by parties other than Wells Fargo for these transactions. Please refer to your Card Account Agreement for more details. This benefit is available on all Visa credit cards.

### Who do I contact for help?

If You need to replace Your card or want help with receiving emergency cash, contact the Visa Global Customer Care Services at the following number: **1-800-397-9010** or call the Visa direct line **1-303-967-1096** 24 hours a day, seven days a week.

### How do I get emergency cash?

Once You call the Visa Global Customer Care Services associate at the above phone numbers, They will work with you and your financial institution for approval. Visa will arrange a convenient location for you to collect the emergency cash.

### How do I replace my card?

If your card is lost, stolen or damaged, call a Visa Global Customer Care Services associate at **1-800-397-9010** or call one of our global toll-free-numbers located within the Visa website: <https://usa.visa.com/support/consumer/lost-stolen-card.html>. You are leaving Wells Fargo and entering a website that Wells Fargo does not control. Wells Fargo has provided this link for your convenience, but does not endorse and is not responsible for the content, links, privacy policy, or security policy of this website. Visa will work with you and your financial institution for approving Your card and will arrange delivering Your card directly to you or at a different collection location.

### How do I report a lost or stolen card?

If You lose Your Visa Signature card or someone steals it, Visa will help you notify the appropriate parties and replace Your card. This worldwide service saves You valuable time. You can use this benefit 24 hours a day, seven days a week. To do so, please call either:

**Visa Toll-Free Number.....1-800-397-9010**

**Visa Direct-Dial Number.....1-303-967-1096**

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## Auto Rental Collision Damage Waiver

This coverage reimburses You if a covered accident or theft occurs to the Rental Car.

To be eligible for coverage, the following must occur:

- You must pay for all of the cost to rent the car with Your Covered Card and/or rewards program associated with Your Covered Card Account.
- You must decline the rental company's collision loss/damage insurance.

<b>How Long are You Covered</b>	The length of the Rental Car agreement with a maximum rental period of fifteen (15) consecutive days in the United States, and thirty-one (31) consecutive days outside the United States.
<b>Where are You Covered</b>	Coverage is available worldwide except in Israel, Jamaica, the Republic of Ireland or Northern Ireland.  Some countries or car rental agencies require a letter of coverage. Please check with the rental agency before You go. If a letter of coverage is required call <b>1-800-316-8051</b> or visit <a href="https://mycardbenefits.assurant.com">https://mycardbenefits.assurant.com</a> . You are leaving Wells Fargo and entering a website that Wells Fargo does not control. Wells Fargo has provided this link for your convenience, but does not endorse and is not responsible for the content, links, privacy policy, or security policy of this website.

<b>Maximum Coverage</b>	\$50,000
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## 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.
- **Rental Car** means a motor vehicle with at least four wheels that is designed to be driven on public roads. Vans are not covered, except those designed as small-group transportation vehicles (seating up to nine (9) people, including the driver) are covered.
- **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 COVERED

You and any authorized driver, designated or listed on the rental car agreement, with a valid driver's license.

## WHAT'S COVERED

To take advantage of this benefit, the following conditions apply:

- The rental period is no more than fifteen (15) consecutive days within the United States, and thirty-one (31) consecutive days outside of the United States.
- The Rental Car is:
  - Damaged by an accident, a natural disaster or vandalism; or
  - Stolen.

You will be reimbursed up to the Maximum Coverage limit for the following in the event of a covered accident or theft:

- The cost to repair the Rental Car or the actual cash value of the Rental Car, whichever is less.
- Reasonable towing expenses to the nearest collision repair facility.
- The loss of use of the rental car.
- Any additional fees or taxes.

**In the United States, the coverage provided by this benefit is secondary.** This means that if You have another insurance policy that will cover the cost of damage or theft to Your rental car, this benefit will cover only the amount Your other policies do not. This benefit does cover deductibles You may have to pay under Your other insurance policies (or that Your employer may have to pay, if You rented the car for business reasons).

**Outside the United States, where this benefit is available, the coverage provided is primary even if You have another insurance policy.**

## WHAT'S NOT COVERED

Coverage does not apply to any claim under the following conditions:

- The Rental Car is used in a way that goes against Your rental car agreement (such as but not limited to driving recklessly or under the influence of drugs or alcohol) or against clear instructions or warnings posted in the car.
- The Rental Car was used as a car for hire.
- The car is rented through a car sharing company that allows individuals to rent out their own car.
- You or an authorized driver does not take responsible care of the Rental Car.
- Mechanical failures caused by wear and tear, gradual deterioration, or mechanical breakdown.
- Loss due to confiscation by authorities or hostility of any kind (including, but not limited to, war, invasion, rebellion, insurrection, or terrorist activities).

This coverage is not all-inclusive, which means it does not cover such things as personal injury, personal liability, or third-party personal property. It does not cover any damages to other cars or property. It does not cover any injury to any party.

Coverage does not apply to the following charge(s) or expense(s):

- The diminished value to the Rental Car as a result of the incident.

Coverage does not apply to the following:

- Exotic vehicles, meaning vehicles such as but not limited to, Aston Martin, Bentley, Excalibur, Ferrari, Lamborghini, Lotus, Maserati, Maybach, McLaren, Porsche, Rolls Royce.
- Antique vehicles (vehicles that are more than twenty (20) years old or have not been manufactured for at least ten (10) years).
- Vans are not covered, except those designed as small-group transportation vehicles (seating up to nine (9) people, including the driver) are covered.
- Vehicles with an open cargo bed; trucks; motorcycles; mopeds; motorbikes; limousines; and recreational vehicles.
- Vehicles that are rented with a driver.

## HOW TO FILE A CLAIM

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 are leaving Wells Fargo and entering a website that Wells Fargo does not control. Wells Fargo has provided this link for your convenience, but does not endorse and is not responsible for the content, links, privacy policy, or security policy of this website. You must notify us of the loss within sixty (60) days or as soon as reasonably possible after Your rental car is damaged or stolen.

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

- A copy of the initial and final rental car agreement (front and back).
- A copy of the accident report form/statement.
- A copy of the repair estimate and itemized repair bill.
- Two (2) photographs of the damaged rental car, if available.
- A police report, if filed.
- A copy of the demand letter which indicates the costs You are responsible for and any amounts that have been paid toward the claim.
- A copy of Your monthly Account billing statement (showing the last 4 digits of the Account number) demonstrating that the entire rental transaction was made on Your Covered Card and/or rewards program associated with Your Covered Card Account.
- A statement from Your insurance carrier (and/or Your employer or employer's insurance carrier, if applicable), or other reimbursement showing the costs for which You are responsible, and any amounts that have been paid toward the claim. Or, if You have no applicable insurance or reimbursement, a signed statement, (or email from the email address associated with the claim), from You confirming no other insurance or reimbursement will apply, is required.
- A copy of Your primary insurance policy's Declarations Page (if applicable) to confirm Your deductible (This means the document(s) in Your insurance policy that lists names, coverages, limits, effective dates, and deductibles).
- Any other documentation required to substantiate the claim.

The requested documents must be submitted within three hundred sixty-five (365) days of the incident or the claim may not be honored. 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.

Refer to [Additional Terms](#) for more information.

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## Travel and Emergency Assistance Services

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

*Please note that due to occasional issues such as distance, location, or time, neither the Benefit Administrator nor its service providers can be responsible for the availability, use, cost, or results of any medical, legal, transportation, or other services.*

### Definitions

- **Common Carrier** means any mode of transportation by land, water or air operating for hire under a license to carry passengers for which a ticket must be purchased prior to travel. Does not include taxi, limousine service, commuter rail or commuter bus lines.
- **You or Your** means an eligible person whose name is embossed on an eligible U.S. issued card, and You reside in the United States.

### What are Travel and Emergency Assistance Services, and how do I use them?

Travel and Emergency Assistance Services are made available to You, if You are a cardholder of an eligible card issued in the United States. Your spouse and children (dependents under 22 years old) are also eligible to use these services.

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

To use the services, simply call the toll-free, 24-hour Benefit Administrator line at **1-800-992-6029**. If You are outside the United States, call collect at **1-804-673-1675**.

What are the specific services and how can they help me?

- **Emergency Message Service** — can record and relay emergency messages for travelers or their immediate family members. The Benefit Administrator 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 Your responsibility.*
- **Medical Referral Assistance** — provides medical referral, monitoring, and follow-up. The Benefit Administrator can give You names of local English-speaking doctors, dentists, and hospitals; assign a doctor to consult by phone with local medical personnel, if necessary, to monitor Your condition; keep in contact with Your family, and provide continuing liaison; and help You arrange medical payments from Your personal account. *All costs are Your responsibility.*
- **Legal Referral Assistance** — can arrange contact with English-speaking attorneys and U.S. embassies and consulates if You're detained by local authorities, have a car accident, or need legal assistance. In addition, the Benefit Administrator can coordinate bail payment from Your personal account. The Benefit Administrator can also follow up to make sure bail has been properly handled. *All costs are Your responsibility.*

- **Emergency Transportation Assistance** — can help You make all the necessary arrangements for emergency transportation home or to the nearest medical facility. This includes arranging to bring Your Young children home and helping You stay in contact with family members or employers during the emergency. In the case of a death, the Benefit Administrator can make arrangements to repatriate the remains. *All costs are Your responsibility.*
- **Emergency Ticket Replacement** — helps You through Your carrier's lost ticket reimbursement process and assists in the delivery of a replacement ticket to You, should You lose Your ticket. *All costs are Your responsibility.*
- **Lost Luggage Locator Service** — can help You through the Common Carrier's claim procedures or can arrange shipment of replacement items if an airline or Common Carrier loses Your checked luggage. *You are responsible for the cost of any replacement items shipped to You.*
- **Emergency Translation Services** — provides telephone assistance in all major languages and helps find local interpreters, if available, when You need more extensive assistance. *All costs are Your responsibility.*
- **Prescription Assistance and Valuable Document Delivery Arrangements** — can help You fill or replace prescriptions, subject to local laws, and can arrange pickup and delivery of Your prescriptions filled for You at local pharmacies. It can also help transport critical documents that You may have left at Your home or elsewhere. *All costs are Your responsibility.*
- **Pre-Trip Assistance** — can give You information on Your destination before You leave such as ATM locations, currency exchange rates, weather reports, health precautions, necessary immunizations, and required passport visas.

#### **Additional Provisions for Travel and Emergency Assistance Services**

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 will not apply to cardholders whose accounts have been suspended or cancelled.

**For more information about the benefit described in this guide, call the Benefit Administrator at 1-800-992-6029, or call collect outside the U.S. at 1-804-673-1675.**

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#### **Roadside Dispatch®**

For roadside assistance, call **1-800-847-2869**.

#### **What is Roadside Dispatch?**

Roadside Dispatch is a pay-per-use roadside assistance program. The program provides you with security and convenience wherever your travels take you. *No membership or pre-enrollment is required. No annual dues. No limit on usage.*

#### **For a set price per service call, the program provides:**

- *Standard Towing — Up to 5 miles included<sup>1</sup>*
- Tire Changing — must have good, inflated spare
- Jump Starting
- Lockout Service (no key replacement)
- Fuel Delivery — up to 5 gallons (plus the cost of fuel)
- Standard Winching

<sup>1</sup>Any vehicle with wheels is covered under the program as long as it can be classified as 'Light Duty'. 'Light Duty' vehicles are vehicles that weigh 10,000 lbs. or less. Vehicles weighing more than 10,000 lbs. are considered 'Medium Duty' or 'Heavy Duty' and are NOT covered under this program.

Roadside Dispatch will ask you where you are, what the problem is, and while they remain on the phone with you, they will arrange a dispatch to a reliable tow operator or locksmith to provide help. (If you feel you are in an unsafe location – Roadside Dispatch will advise you to hang up and dial 911. If you are not able to dial 911, they will call the non-emergency police number in your area, and will remain on the phone with you at your request until the police arrive.) You have the convenience of one toll-free phone number and you may save money because their rates are pre-negotiated.

Dependable roadside assistance is available, 24 hours a day, 7 days a week in the United States. No membership or pre-enrollment is required. Just call Roadside Dispatch toll-free when you need them.

#### **1-800-847-2869 ~ It's that easy!**

**Note:** Customers must pay service provider for mileage over 5 miles. A secondary unit being towed behind is not included but can be accommodated for an additional fee. Standard Winching applies within 100 feet of paved or county maintained road only. Current fee for a standard service call will be confirmed at the time service is requested. Additional fees may apply for winching services under certain circumstances. Service call fees are subject to change at any time; however callers will be notified of pricing prior to any service dispatch. This program may be discontinued at any time without prior notice. Program void where prohibited.

**Additional Terms:** Service providers supplying emergency roadside assistance and towing are independent contractors and are solely liable for their services. Neither Visa nor Wells Fargo shall have any responsibility or liability in connection with the rendering of the service. Emergency roadside assistance and towing may not be available in areas not regularly traveled, nor in other "off road" areas not accessible by ordinary towing vehicles. Weather conditions, time of day, and availability of service may affect assistance responses. Expectations for dispatch are set with the customer on every call, and an expected estimated time of arrival is provided to the customer regardless of their location; however, neither Visa nor Wells Fargo provides any assurances as to the ability of the Service Provider to

meet such estimates. You are responsible for any roadside assistance or towing charges incurred by facilities responding to your request even if you are not with your vehicle or your vehicle is gone upon their arrival. 24-hour roadside assistance services provided by: Cross Country Motor Club, Inc. d/b/a Agero, a Massachusetts corporation, and Cross Country Motor Club of California, Inc. a California corporation.

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## Visa Signature® Concierge Services

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Your Wells Fargo Visa Signature Card comes with complimentary, 24/7 access to the Visa Signature Concierge\* service. Simply call **1-800-953-7392** anytime for assistance booking travel, event tickets and more – even dinner reservations or golf tee times.

*\* Wells Fargo Visa Signature cardholders are responsible for the payment of any and all charges associated with any goods, services, reservations or bookings purchased or arranged by the Visa Signature Concierge on cardholders' behalf. Any such purchases or arrangements are solely between the cardholder and the respective merchant, and Visa is not a party to the transaction. All goods and services subject to availability. Refer to full terms of service at [visasignatureconcierge.com](https://www.visasignatureconcierge.com). You are leaving Wells Fargo and entering a website that Wells Fargo does not control. Wells Fargo has provided this link for your convenience, but does not endorse and is not responsible for the content, links, privacy policy, or security policy of this website.*

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## Visa Signature® Luxury Hotel Collection

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The Visa Signature Luxury Hotel Collection delivers a premium collection of benefits. Reserved for Visa Signature cardholders, this set of benefits is designed to help ensure guests have an unparalleled experience\*:

1. Best available rate guarantee
2. Automatic room upgrade upon arrival, when available
3. Complimentary in-room Wi-Fi, when available
4. Complimentary breakfast for two
5. \$25 USD food or beverage credit
6. VIP guest status
7. Late check-out upon request, when available

A selection of superior properties — including brands like Peninsula, Park Hyatt and Shangri-La — comprise the Visa Signature Luxury Hotel Collection. From boutique gems to world famous resorts, each hotel is evaluated annually to help ensure it continues to meet the highest standards.

Visit the Visa Signature Luxury Hotel Collection website to view detailed information on all properties. Your benefits are activated automatically when you book through the site. Get more details and choose a hotel at [VisaSignatureHotels.com](https://www.visasignaturehotels.com). You are leaving Wells Fargo and entering a website that Wells Fargo does not control. Wells Fargo has provided this link for your convenience, but does not endorse and is not responsible for the content, links, privacy policy, or security policy of this website.

*\* Some Restrictions and Limitations may apply. In cases where one of the benefits is not available at a hotel, the hotel may provide a substitute benefit of equal value. Some hotels may provide one of the benefits as a standard feature of the room being booked. In those cases the hotel may or may not provide a substantial benefit of equal value. Resort fees that cover any of the benefits are not reimbursable. Reservations must be booked either on a Visa Luxury Hotel Collection website or through Visa Concierge for benefits to apply. Please consult the terms and conditions for each property.*

*During COVID-19 (until further notice), we are unable to match rates through our Best Available Rate Guarantee.*

*There may be restrictions or closures of hotel facilities including food and beverage, spa and others. Such restrictions or closures may inhibit the hotel's ability to fulfill some of the Visa Premium benefits as stated. For more information please visit: <https://www2.visasignaturehotels.com/coronavirus-information/>. You are leaving Wells Fargo and entering a website that Wells Fargo does not control. Wells Fargo has provided this link for your convenience, but does not endorse and is not responsible for the content, links, privacy policy, or security policy of this website.*

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These Additional Terms pertain to the Cellular Telephone Protection and Auto Rental Collision Damage Waiver only.

## Additional Terms

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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 and Auto Rental Collision Damage Waiver 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.**

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