

Worldwide Automatic Common Carrier Travel Accident Insurance and Baggage Delay Reimbursement

Worldwide Automatic Common Carrier Travel Accident Insurance

If You suffer a covered Loss due to an Accident while on a trip, We may provide payment.

To be eligible for coverage under this benefit, the Covered Card and/or rewards program associated with Your covered Account must be used to purchase the entire cost of Your Common Carrier fare less redeemable certificates, vouchers, or coupons.

How Long are You Covered

From Trip Departure Date through Trip Completion Date when:

- riding as a passenger in, entering or exiting the Common Carrier for which the fare was purchased with the Covered Card and/or rewards program associated with Your covered Account;
- riding as a passenger in, entering or exiting any mode of transportation licensed to carry the public for hire (such as taxi, rideshares (e.g., Uber or Lyft), bus, train or airport limousine) or any courtesy transportation provided without a specific charge (e.g., hotel shuttle), while traveling to or from the airport, terminal or station for which the Common Carrier fare was purchased with the Covered Card and/or rewards program associated with Your covered Account:
 - immediately preceding the departure of the scheduled Common Carrier on which You are a passenger; or

- immediately following the arrival of the scheduled Common Carrier on which You were a passenger;
- while at the airport, terminal or station at the beginning or end of the Trip.

If the purchase of the Common Carrier fare is not made prior to Your arrival at the airport, terminal or station, coverage will begin at the time the Covered Card and/or rewards program associated with Your covered Account is used to purchase the entire cost of Your Common Carrier fare less redeemable certificates, vouchers, or coupons.

Maximum Coverage

- \$250,000 per Covered Card
- Coverage terminates on the date which We pay out 100% of the Maximum Coverage.

Definitions

Accident or **Accidental** means a sudden, unforeseen, and unexpected event which: 1) happens by chance; 2) is independent of illness, disease or other bodily malfunction or medical or surgical treatment thereof; 3) is the direct cause of Loss.

Account means a Wells Fargo Bank, N.A. credit card account.

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.

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.

Family Member means Your: 1) spouse or Domestic Partner; 2) children including adopted children or stepchildren; 3) legal guardians or wards; 4) siblings or siblings-in-law; 5) parents or parents-in-law; 6) grandparents or grandchildren; 7) aunts or uncles; 8) nieces and nephews. Family Member also means a spouse's or Domestic Partner's children, including adopted children or step children; legal guardians or wards; siblings or siblings-in-law; parents or parents-in-law; grandparents or grandchildren; aunts or uncles; nieces or nephews.

Loss means Accidental: Loss of Foot, Loss of Hand, Loss of Hearing, Loss of Life, Loss of Sight, Loss of Sight of One Eye, Loss of Speech, Loss of Thumb and Index Finger. Loss must occur within one (1) year after the Accident.

Loss of Foot means the complete severance of a foot through or above the ankle joint. We will consider such severance a loss of foot even if the foot is later reattached. If the reattachment fails and amputation becomes necessary, then We will not pay an additional benefit amount for such amputation.

Loss of Hand means complete severance, as determined by a Physician, of at least four (4) fingers at or above the metacarpal phalangeal joint on the same hand or at least three (3) fingers and the thumb on the same hand. We will consider such severance a loss of hand even if the hand, fingers or thumb are later reattached. If the reattachment fails and amputation becomes necessary, then We will not pay an additional benefit amount for such amputation.

Loss of Hearing means permanent, irrecoverable and total deafness, as determined by a Physician, with an auditory threshold of more than 90 decibels in each ear. The deafness cannot be corrected by any aid or device, as determined by a Physician.

Loss of Life means death, including clinical death, as determined by the local governing medical authority where such death occurs within one (1) year after an Accident.

Loss of Sight means permanent loss of vision. Remaining vision must be no better than 20/200 using a corrective aid or device, as determined by a Physician.

Loss of Sight of One Eye means permanent loss of vision of one eye. Remaining vision in that eye must be no better than 20/200 using a corrective aid or device, as determined by a Physician.

Loss of Speech means the permanent, irrecoverable and total loss of the capability of speech without the aid of mechanical devices, as determined by a Physician.

Loss of Thumb and Index Finger means complete severance, through the metacarpal phalangeal joints, of the thumb and index finger of the same hand, as determined by a Physician. We will consider such severance a loss of thumb and index finger even if a thumb, an index finger or both are later reattached. If the reattachment fails and amputation becomes necessary, then We will not pay an additional benefit amount for such amputation.

Physician means a licensed practitioner of the healing arts, acting within the scope of his or her license to the extent provided by the laws of the jurisdiction in which medical treatment is provided. Physician does not include You or a Family Member.

Trip means travel on a Common Carrier when the entire cost of the passenger fare for such transportation, less redeemable certificates, vouchers, or coupons, has been purchased with the Covered Card and/or rewards program associated with Your covered Account.

Trip Completion Date means the date on which You are scheduled to return to their point of origin or to a different final destination.

Trip Departure Date means the date on which You are originally scheduled to leave on the Trip.

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

To receive payment under this benefit, the covered Loss must be caused by an Accident that occurs while on a Trip as defined under *How Long are You Covered*.

100% of the Maximum Coverage for Covered Losses for Accidental:

- Loss of Life;
- Loss of Speech and Loss of Hearing;
- Loss of Speech and one of: Loss of Hand, Foot or Sight of One Eye;
- Loss of Hearing and one of: Loss of Hand, Foot or Sight of One Eye;
- Loss of both Hands, both Feet, Loss of Sight or any combination thereof

50% of the Maximum Coverage for covered Losses for Accidental:

- Loss of Hand, Foot or Sight of One Eye (any one of each);
- Loss of Speech or Loss of Hearing

25% of the Maximum Coverage for covered Losses for Accidental:

- Loss of Thumb and Index Finger of the same hand

Loss must occur within one (1) year after the Accident.

If You suffer multiple Losses as the result of one Accident, then We will only pay the single largest benefit amount applicable to all such Losses.

What's not covered

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

- Riding as a passenger in, entering, or exiting any aircraft while acting or training as a pilot or crew member. (This exclusion does not apply to passengers who temporarily perform pilot or crew functions in a life threatening emergency.);
- Death or injury from emotional trauma, mental or physical illness, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection, bodily malfunctions or medical or surgical treatment thereof. (This exclusion does not apply to bacterial infection caused by an Accident or by Accidental consumption of a substance contaminated by bacteria.);

- Being intoxicated or being under the influence of any narcotic unless taken as prescribed by a Physician;
- Participating in parachute jumping from an aircraft;
- Traveling or flying on any aircraft engaged in flight on a rocket propelled or rocket launched aircraft.
- Suicide, attempted suicide or intentionally self-inflicted injury;
- A declared or undeclared War. War means 1) hostilities following a formal declaration of war by a governmental authority; 2) in the absence of a formal declaration of war by a governmental authority armed, open and continuous hostilities between two countries; or 3) armed, open and continuous hostilities between two factions, each in control of territory, or claiming jurisdiction over the geographic area of hostility.

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 **mycardbenefits.assurant.com**. You must notify Us of the Loss within twenty (20) 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) confirming the Common Carrier ticket was charged to Your Covered Card and/or rewards program associated with Your covered Account.
- A copy of Your travel itinerary confirming the Common Carrier ticket was charged to Your Covered Card and/or rewards program associated with Your covered Account.
- If more than one method of payment was used, please provide documentation as to additional vouchers, coupons, or redeemable certificates utilized.
- Police report or accident report (if applicable).
- Supporting medical documentation.
- In the event of Loss of Life, a death certificate and validation of executor of estate.
- Any other documentation required to substantiate the claim.

The requested documents must be submitted within ninety (90) days of the Loss or the claim may not be honored. We will notify You of our decision once We've processed Your claim.

In the case of Loss of Life, benefits will be paid to Your estate.

Baggage Delay Reimbursement

If the Covered Traveler's Common Carrier Checked Baggage is delayed on a Trip, We may reimburse You the cost of essential personal items until their baggage arrives.

To be eligible for coverage under this benefit, the following must occur:

- Your Covered Card and/or rewards program associated with Your covered Account must be used to purchase the entire cost of the Covered Traveler's Common Carrier fare, less redeemable certificates, vouchers, or coupons.
- The Covered Traveler's Checked Baggage is delayed or misdirected by the Common Carrier and doesn't get to their destination within four (4) hours of arrival.

How Long are You Covered

- From Trip Departure Date to Trip Completion Date.
- There is no coverage when Checked Baggage is delayed when the Covered Traveler is returning to their point of origin or to a different final destination.

Maximum Coverage per Trip

- \$300 per Covered Traveler per Trip
- For New York residents:
 - \$300 per Covered Traveler per Trip
 - \$300 in total for all Covered Travelers per Trip

Maximum Coverage per 12 Month Period per Covered Card

- \$300

The coverage provided by this benefit is secondary.

This means if the Common Carrier or another source reimburses the Covered Traveler(s) for any expenses, this benefit will cover only amounts that have not been previously reimbursed.

Definitions

Account means a Wells Fargo Bank, N.A. credit card account.

Checked Baggage means suitcases or personal belongings, for which a claim check has been issued to the Covered Traveler by a Common Carrier.

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.

Trip means travel on a Common Carrier when the entire cost of the passenger fare for such transportation, less redeemable certificates, vouchers, or coupons, has been purchased with the Covered Card and/or rewards program associated with Your covered Account, and that begins and ends at the places designated on the ticket purchased for the Trip.

Trip Completion Date means the date on which the Covered Traveler(s) are scheduled to return to their point of origin or to a different final destination.

Trip Departure Date means the date on which the Covered Traveler(s) are originally scheduled to leave on the Common Carrier.

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

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 coverage on Trips for Covered Traveler(s) even if You are not traveling with the Covered Traveler(s).

What's covered

This benefit covers personal items that the Covered Traveler(s) may need when their baggage is delayed, such as toiletries or a change of clothes, unless they're included in the *What's Not Covered* list below.

What's not covered

Coverage does not apply to the following items:

- Contact lenses, eyeglasses, sunglasses, hearing aids, artificial teeth, dental bridges, and prosthetic limbs.
- Jewelry, loose gems, semi-precious or precious stones, metals and pearls.
- Watches.
- Items not contained in delayed Checked Baggage.
- 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).
- Documents (travel or otherwise), keys, coins, deeds, bullion, and stamps.
- Art objects.
- Rugs, carpets, and household furniture.
- Cameras, electronic equipment and cellular telephones.

- Sporting equipment.
- Animals, including live or mounted animals or fish, and taxidermy.
- Property shipped as freight or shipped prior to the Trip Departure Date.
- Loss resulting from abuse, fraud, or hostilities of any kind (including but not limited to, war, invasion, rebellion, or insurrection).
- Losses arising from confiscation or expropriation by any government or public authority or detention by customs or other officials.
- Business Items (items that are used in the purchase, sale, production, promotion, or distribution of goods or services including but not limited to, manuals, computers and their accessories, software, data, facsimile, samples, collateral materials, etc.).

How to file a claim

Make sure the Covered Traveler notifies the airline (or other Common Carrier) before leaving the airport or station, and keeps a copy of any report provided.

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 **mycardbenefits.assurant.com**. You must notify Us of the loss within twenty (20) 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) confirming the Common Carrier ticket was charged to Your Covered Card and/or rewards program associated with Your covered Account.
- A copy of the Covered Traveler's travel itinerary confirming the Common Carrier ticket was charged to Your Covered Card and/or rewards program associated with Your covered Account.
- If more than one method of payment was used, please provide documentation as to additional vouchers, coupons, or redeemable certificates utilized.

- A copy of the check, settlement, denial, or explanation of coverage issued by the Common Carrier together with a copy of the Common Carrier's completed claim form, and a copy of the Checked Baggage claim check.
- Receipts for essential items purchased while Checked Baggage was delayed.
- A copy of any settlement payment or reimbursement/denial made to a Covered Traveler from other collectible insurance/reimbursement showing any amounts they may have paid towards the costs claimed or that the claim was denied.
- A copy of the declarations page(s) of any other collectible insurance available to a Covered Traveler (Declarations page means the document(s) in the insurance policy that lists names, coverages, limits, effective dates and deductibles).
- If You have no other applicable insurance or reimbursement, please provide a statement to that effect.
- Any other documentation required to substantiate the claim.

Return all requested documents within ninety (90) days of loss or as soon as reasonably possible. We will notify You of our decision once We've processed Your claim.

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.

Worldwide Automatic Common Carrier Travel Accident Insurance and Baggage Delay Reimbursement 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 September 1, 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.**