

SecureCard Association of America
Administrator: PO BOX 24279, Winston-Salem, NC 27114
1-855-955-6469

Portable Device Protection
Terms and Conditions

What is Covered

Subject to the Terms and Conditions described in this document, You may qualify for the reimbursement of expenses incurred by You for the repair or replacement of Your Portable Device in the event it is Damaged or Stolen.

Who is eligible for Portable Device Protection Benefits:

To be eligible for Portable Device Protection benefits (Benefit(s)), You must be a Cardholder and set up automatic monthly Wireless Bill payments with Your wireless provider using your **Union Plus All-In-One Prepaid Visa® Card** (“Your Covered Card”) and pay Your entire Wireless Bill with Your Covered Card for the billing cycle immediately preceding when Your Portable Device is Damaged or Stolen. Benefits are provided for the primary line and any additional or supplemental lines that appear on Your Wireless Bill.

Length of Benefit:

Your Benefit starts the first day of the calendar month following the payment due date of Your Wireless Bill that was paid using Your Covered Card. If You pay Your Wireless Bill with Your Covered Card and fail to pay a subsequent bill with Your Covered Card in a particular month, Your Benefit changes as follows:

- Your Benefit is suspended beginning the first day of the calendar month following the month of nonpayment with Your Covered Card; and
- Your Benefit resumes on the first day of the calendar month following the date of any future payment of Your Wireless Bill with Your Covered Card.

Deductible:

\$25.00 per claim

Limits of Liability:

The amount of a reimbursement payment you may qualify for is limited to the lesser of the following:

- The cost to repair the Portable Device, excluding taxes, delivery, and transportation charges, less Your deductible.
- The cost to replace the Portable Device with similar features and functionality at the current market value at the time of Loss, less Your deductible.
- \$600.00 per claim per calendar year.
- \$1,000.00 per calendar year.

This Benefit 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 reimburse You for the expenses You incurred to repair or replace Your Portable Device due to Damage or Theft subject to the terms, conditions, exclusions,

and Limits of Liability defined in this document.

This **Benefit** is not a contract of insurance. **Our** obligations are insured by a contractual liability insurance policy with Plateau Casualty Insurance Company issued to SecureCard Association of America.

Definitions

Administrator means the party that has been authorized by **Us** to administer requests for claims under this **Benefit**. **You** may contact the **Administrator** if **You** have questions regarding this **Benefit** or would like to make a claim. The **Administrator** can be reached by phone at 1-855-955-6469.

Authorized User means an individual who is authorized to make purchases on the Covered Card by the Cardholder and is recorded by the Participating Organization on its records as being an Authorized User.

Cardholder means the person who has been issued an account by Metropolitan Commercial Bank for the Covered Card. **Covered Card** means the Union Plus All-In-One Prepaid Visa[®] Card.

Damage means Your Portable Device can no longer perform its function(s) as it was intended to do in normal service due to broken parts, material, or structural failures.

Due Diligence means the performance of all vigilant activities, 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 against the Theft of Your Portable Device. All parties are expected to exercise Due Diligence to avoid or diminish any Theft, Loss, or Damage to their **Portable Device**.

Insurer means Plateau Casualty Insurance Company, 2701 North Main Street, Crossville, Tennessee 38555, 1-800-752-8328, that insures the services and benefits described herein under a policy.

Loss means any expense incurred for the repair or replacement of your Portable Device due to Damage or Theft subject to the terms and conditions of this document.

Obligor (“We,” “Us,” and “Our”) means SecureCard Association of America.

Portable Device means a cellular telephone, tablet, or mobile hotspot device that appears on Your Wireless Bill and uses data. Any device classified as Wearable Technology is excluded from coverage.

Wearable Technology is any kind of electronic device designed to be worn on the user’s body.

Stolen or **Theft** means Your Portable Device was taken by force and/or under duress or the disappearance of Your Portable Device from a known place under circumstances that would indicate the probability of Theft. If a claim is due to Theft or criminal action, a police report must be filed within forty-eight (48) hours of the occurrence.

Wireless Bill means Your Portable Device provider's monthly billing statement that includes charges for data, cellular service, or installment payments for the Portable Device.

You and Your means the Cardholder or Authorized User of the Covered Card.

Exclusions

We shall not be responsible for Losses incurred in relation to any of the following:

- Any Portable Device accessories, other than the original equipment that came in the original Portable Device packaging.
- Any Portable Device purchased for resale, professional or commercial use.
- Any device classified as Wearable Technology.
- Any Portable Device that is lost without any evidence of a wrongful act.
- A Loss when a Portable Device 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).
- Any Portable Device that is Stolen from any location or place (including, but not limited to, exercise facilities, places of employment, schools, or places of worship) due to the lack of Due Diligence by You or another party.
- Any Portable Device which has been provided at no expense to you.
- Cosmetic damage, cracks, and scratches that do not impact the Portable Device's ability to function as intended.
- A Loss due to fraud, abuse, gradual deterioration with no mechanical failure, 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 Portable Device.
- Taxes, delivery and transportation charges, and any fees associated with the Portable Device service provider.
- Consequential or incidental damages.
- The loss or corruption of data and applications.
- Any Portable Device that is not on Your Wireless Bill.

How to File a Claim

To file a claim, call 1-855-955-6469. You must report the claim within ninety (90) days of the date the Portable Device was Damaged or Stolen or the claim may not be honored.

Have the following information ready:

- Details about what happened to Your Portable Device.
- Portable Device manufacturer, make, and model.

- Photograph clearly showing Damage, if applicable.
- Covered Card statement showing payment of Your Wireless Bill.
- A copy of Your Wireless Bill.
- Police report or similar type of documentation establishing that Your Portable Device was Stolen.
- Any other documentation that may be reasonably requested by Us or Our designated representative to validate a claim.

Documentation must be submitted within one hundred and twenty (120) days of the date You report the claim. Depending on the nature and circumstances of Your claim, We may choose to reimburse you for the repair or replacement of Your Portable Device based on the Portable Device Terms and Conditions.

Additional Terms

Privacy Notice:

As the Administrator of the Benefits described herein, the Administrator collects personal information about You from the following sources: information the Administrator gathers from You, from Your request for benefits or other forms You furnish to the Administrator, such as Your name, address, telephone number, and information about Your transactions with the Administrator such as claims made and benefits paid. The Administrator 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 Administrator, You agree that the Administrator 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 Administrator 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 Administrator does not disclose any personal information about former beneficiaries to anyone, except as required by law. The Administrator restricts access to personal information about You to only 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 Administrator by writing to:

SecureCard Administrator
PO BOX 24279, Winston-Salem, NC 27114

Cancellation:

This Benefit can be canceled at any time or non-renewed for You. In the event this Benefit is canceled or non-renewed, You may be notified as required by law. Benefits will still apply for the Benefit prior to the date of such cancellation or non-renewal, subject to the Portable Device Protection terms and conditions. The provider of this benefit 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: This Benefit applies to cards issued to residents of the United States. The United States is defined as the fifty (50) United States, the District of Columbia, and other U.S. territories. 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 this Benefit. This Benefit does not apply if Your card privileges have been canceled. However, Benefits will still apply prior to the date that Your account is suspended or canceled, subject to the terms and conditions of coverage.

Transfer of rights or Benefits: No rights or benefits provided under this Benefit may be assigned.

Illegal Activity, Misrepresentation, and Fraud: Benefit shall be void 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 the Benefit would violate United States economic or trade sanctions, the Benefits will be void.

Subrogation: If payment is made under this Benefit, We are 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, or these rights will be recovered by You.

Salvage: If an item is not repairable, the Administrator may request You, or gift recipient, send the item to the Administrator for salvage at Your or gift recipient's expense. Failure to remit the requested item for salvage to the Administrator may result in denial of the claim.

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