# Premier Cellular Care Coverage - Mobile Phones

## Policy Summary – Terms & Conditions

Cell phones are essential! They're our first line of contact, with family, with friends, for business, and for emergencies. We use them for text messaging, for email communications, for capturing pictures, researching information, mapping locations, for apps of every kind, and for pure entertainment. We simply can't live without them!

That's why we provide our Premier Cellular Care Coverage to valued members, like you.

# WHAT DEVICES ARE COVERED

Mobile Cell Phones purchased and owned by the enrolled member.

# WHAT PERILS (LOSSES) ARE COVERED

A. Accidental Damage: Drops, Liquid Spills, Cracked Screens, and Liquid Submersion – proof of damage required.

B. Theft, Burglary and Robbery – proof of loss (Police report) required.

C. Out of Warranty Coverage: Mechanical Failure and Manufacturer Defect

# LOSSES WE WILL NOT COVER

- A. Corrosion & Rust
- B. Cosmetic Damage
- C. Dishonest Acts
- D. Intentional Acts
- E. Nuclear Hazard
- F. Power Surge (except lightning)
- G. Theft from an Unattended Vehicle
- H. Unexplained Loss or Mysterious Disappearance
- I. War-Government Seizure
- J. Wear and Tear
- K. Programs this includes software programs

## LIMIT OF LIABILITY

**Number of Claims** - \$1,000 Annual Limit for account holders – 2 Claims per year maximum

Amount per Claim – \$500 per claim

Deductible per Claim - \$50.00 per Incident

## **COVERAGE BEGINS**

30-days from validated enrollment date in Benefits Plus®

## ELIGIBILITY

In order to be eligible for coverage under the Policy, you must:

A. Be the Benefits Plus® account owner, employee plus spouse or significant partner residing within the household and meet the eligibility requirements of the Benefits Plus® Program AND

B. The covered device must be fully operational and not damaged as of the date on which you first became eligible for participation in the Benefits Plus® Program

C. Be an active Benefits Plus® member at the time of the event and at the time the payment is processed and issued.

## **CLAIMS PROCESS**

Please note that the submission of a claim form with required documentation in and of itself, does not automatically mean that the repairs to/or replacement of your device will be a covered claim under the provisions of the Premier Cellular Care Coverage.

A. REQUIREMENTS FOR CLAIM SUBMISSION ("Proof of Loss"):

b. Your mobile device claim must be submitted within 30 days following the date of your Loss.

c. If your Loss is a result of theft, burglary or robbery, you must notify the local police immediately and file a police report.

d. If your Loss is a result of theft, burglary or robbery, you will be asked to submit a copy of the police report to support your claim and proof of ownership of your covered device in the form of a receipt or bill of sale.

e. If your Loss is for a repair, you will be asked to submit proof of ownership of your covered device in the form of a receipt, bill of sale, or paid invoice. You will be asked to submit the repair documentation within 30 days of the repair.

f. If your device cannot be repaired, based on the guidelines of this program, you will be asked to submit proof of ownership of your covered device in the form of a receipt, bill of sale, or paid invoice. You will be asked to provide proof of the damage.

g. In some instances you may be asked to send a sworn Proof of Loss Statement.

h. You will be asked for a copy of your mobile device wireless bill for the previous month showing your device was active on your account. i. Documentation requested can be sent via email to info@benefits-plus.org or postal mail to: Benefits Plus®, c/o Generations Gold, Inc., 525 South Flagler Drive, Suite 401, West Palm Beach, FL 33401

B. COMPLETE THE FOLLOWING STEPS TO HAVE A CLAIM CONSIDERED UNDER THIS AGREEMENT:

a. Call, email or visit the Benefits Plus® website and let them know you would like to file a claim prior to getting your phone repaired or replaced.

b. Notification must be within 30 days of the loss or damage of your covered device.

c. Provide all the required information.

d. A representative will review your submission. If no additional information is needed, please allow up to 30 days for receipt of your reimbursement.

e. If there are questions about your submission, a representative will call you.

Once everything is received, it will be reviewed for approval in accordance with the provisions of the Policy.

A. If the claim is approved, you will receive reimbursement of payment in accordance with the "WHAT PERILS (LOSSES) ARE COVERED" and "LIMIT OF LIABILITY" provisions. Your loss will be settled at replacement cost value, less the deductible.

B. If the claim is denied, you will be sent an email and letter by mail explaining the reasons for the denial.

#### IMPORTANT: RESTORATION OR TRANSFER OF SOFTWARE AND/OR DATA, AND DATA RECOVERY SERVICES ARE EXPRESSLY EXCLUDED UNDER THE POLICY. WHEN AT ALL POSSIBLE, WE STRONGLY

# ENCOURAGE YOU TO BACK UP ALL SOFTWARE AND DATA ON A REGULAR BASIS.

# NON-TRANSFERRABLE

Coverage under the Policy cannot be transferred to any other party or item. The covered Benefits Plus® member must provide proof of purchase.

## EXCLUSIONS

Coverage for account holders. Only cellular wireless telephones purchased in the U.S. by the eligible member will be covered. Manufacturer's warranty and other valid and collectible insurance policies must be pursued prior to filing a claim; only one compensation will apply.

Does not include accessories (i.e. ear buds, home or car charger, etc). In addition, all covered repairs must be made by an authorized repair facility that does not violate the manufacturer's warranty. You will be asked for verification of ownership on the repair. You must be a covered member at the time of the repair and reimbursement request. Cell phones are not covered if under the care of a common carrier (US Postal Service, etc), rented, leased or borrowed as part of a pre-paid plan, cosmetic damage that does not impact the ability to make or receive calls, damage resulting from abuse, intentional acts, fraud, hostilities of any kind, 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; taxes, delivery or transportation charges and any fees associated with the service provider. There is an annual limit of \$1,000.00 per eligible membership account.

# CANCELLATION NOT APPLICABLE

Coverage under the Policy is included in your Benefits Plus® membership. You have the right to choose whether or not to utilize the benefits that the Policy provides. In the event you do not wish to participate, you can consider the provisions proclaimed hereunder as null and void. Such nonparticipation decision does not require cancellation notice from you and no refund is applicable.

## PRIVACY AND DATA PROTECTION

Our Privacy Policy can be viewed at www.benefits-plus.org and we will comply with applicable federal and state privacy and data protection laws.

## **MISREPRESENTATION, CONCEALMENT OR FRAUD**

The Policy will not provide coverage if you mislead, willfully conceal information, misrepresent any material information, attempt to defraud, or lie about any matter concerning the insurance, either before or after a loss. Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against, submits an application or files a claim containing a false or deceptive statement is engaged in fraud. Unintentional errors or oversights will not affect your coverage.

# ENTIRE AGREEMENT

The Policy, including the terms, conditions, limitations, exceptions and exclusions, constitutes the entire agreement and no representation, promise, or condition not contained in the Policy shall modify the Policy. Submission of a claim does not guarantee coverage or coverage availability. Generations Gold, Inc. is a third-party provider and has the sole right to determine whether an item is covered

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