

TERMS OF SERVICE FOR EMERGENCY ASSISTANCE TIER 1

This document details the Emergency Assistance Tier 1 ("EA-1") services provided by AXA Assistance USA, Inc. ("AXA") and for which Covered Persons (as defined below) may be eligible as described herein. The terms contained within these Terms of Service for EA-1 are between AXA and Covered Persons. Emergency Assistance services are not insurance benefits.

I. GENERAL TERMS

Eligibility: In order to be eligible for the services and benefits described below, offered by U.S. Bank National Association and provided through AXA, you must be a Cardmember as defined below.

Duration of Coverage: The coverage period of the services described herein, rendered by AXA, runs concurrent with the validity of your **U.S. Bank FlexPerks® Gold American Express®** Card account. If for any reason your **U.S. Bank FlexPerks® Gold American Express®** Card account is terminated or cancelled, your eligibility to receive the services described herein will be immediately canceled.

Access: The services and benefits offered in this program will be arranged by AXA.

The benefits described herein are non-transferable.

Availability of Services: Services are available worldwide and are subject to the limitations set out in the terms and conditions, below. Due to U.S. or other applicable trade or economic sanctions, laws, regulations and/or other reasons, all benefits and services described herein are not available for traveling to Cuba, Iran, Syria, North Korea, the Crimean Peninsula/Sevastopol and Venezuela. Accordingly, no services will be provided, including, but not limited to, the payment of any claims, in connection with travel to these countries. Should new sanctions be imposed that prohibit the provision of benefits or services related to travel to any additional countries, travel to such countries shall be excluded from the Emergency Assistance Service. Consider the restrictions on services and benefits related to international laws on sanctions before planning your trip. Additionally, no services will be available in any country or territory where the existing infrastructure is deemed inadequate by AXA to guarantee service.

II. GENERAL DEFINITIONS

Card means the **American Express Card**

Covered Person(s) means a Cardmember; or such Cardmember's spouse (or partner) living at the same address as the Cardmember, while traveling with the Cardmember; and the above-mentioned Cardmember's dependent children under 23 years of age living at the same address as the Cardmember, while traveling with the Cardmember.

Cardmember(s) means a holder of an **U.S. Bank FlexPerks® Gold American Express Card** whose name is embossed, printed or otherwise affixed on a Card, or who has entered into an agreement with U.S. Bank National Association for the extension of credit to be used to purchase goods and services from merchants participating on the American Express network.

Active Card means a Card with at least one (1) purchase transaction, other than a balance transfer, but including cash access, within the last thirty (30) days and during the Duration of Coverage period in effect when the assistance services are requested.

III. CONTENT OF THE ASSISTANCE SERVICES

There are four components of the EA-1 program:

1. Medical Emergency Assistance;
2. Legal Emergency Assistance;
3. Personal Assistance; and
4. Travel Oriented Assistance.

MEDICAL EMERGENCY ASSISTANCE

The Covered Person is entitled to obtain:

Referrals to Medical Services:

Physicians, hospitals, clinics, ambulances, private duty nurses, dentists, dental clinics, services for the disabled, opticians, ophthalmologists, pharmacies, suppliers of contact lenses and medical aid equipment.

Dispatch of a doctor on the spot:

If the Covered Person's condition or the circumstances require it; (the cost of health treatment and any doctor's fees shall be borne by the Cardmember).

Hospital Admission:

Organization of hospital admission and, if requested, the guarantee of medical expenses (to be charged to Cardmember's **U.S. Bank FlexPerks® Gold American Express®** Card account and subject to authorization by the U.S. Bank National Association).

Dispatch of necessary medicines which cannot be found locally:

The cost of the medicine shall be borne by the Cardmember. The cost of shipment shall be borne by AXA.

Replacement of broken, lost or stolen glasses or contact lenses:

The cost of the actual lenses or glasses shall be borne by the Cardmember. The cost of shipment shall be borne by AXA.

Transfer of lost or forgotten prescriptions

When possible by law, AXA shall endeavor to facilitate the transfer of a prescription from a Cardmember's home pharmacy to a local pharmacy. The cost of the medication and any prescription charges shall be borne by the Cardmember.

LEGAL ASSISTANCE

Lawyer Referrals

Legal Assistance

up to a maximum US \$1000

If the Covered Person is jailed (or threatened to be) following a road traffic accident, AXA shall appoint and advance the fees of a lawyer (to be charged to Cardmember's **U.S. Bank FlexPerks® Gold American Express®** Card account and subject to authorization by the U.S. Bank National Association).

Advance payment for bail bond

up to a maximum US \$10,000

If the Covered Person is jailed (or threatened to be) following a road traffic accident, AXA shall advance the bail bond. (to be charged to Cardmember's **U.S. Bank FlexPerks® Gold American Express®** Card account and subject to authorization by the U.S. Bank National Association).

PERSONAL ASSISTANCE

Information for preparing a journey	No limitations
Information on visas, passports	No limitations
Information on inoculation requirements for foreign travel	No limitations
Information on customs and duty regulations,	No limitations
Information on foreign exchange rates and value added taxes	No limitations
Referrals to American Express Travel Service Offices World-wide	No limitations
Referrals to Embassies or Consulates	Abroad

Referrals to Interpreters
Dispatch of an Interpreter

Abroad
Abroad

In case of imprisonment, hospitalization or circumstances that demand the services of an interpreter, AXA shall make the necessary arrangements to provide the Cardmember with an interpreter (to be charged to Cardmember's **U.S. Bank FlexPerks® Gold American Express®** Card account and subject to authorization by the U.S. Bank National Association).

TRAVEL ORIENTED EMERGENCY ASSISTANCE

Cash advances

up to a maximum US \$1000

In the event of lost or stolen cash, Travelers Cheques, credit and charge cards or in the event that there are no TSO's or ATMs available at the Cardmember's location, AXA shall advance cash to the Network (to be charged to Cardmember's **U.S. Bank FlexPerks® Gold American Express®** Card account and subject to authorization by the U.S. Bank National Association).

Urgent messengerelay

No limitations

Transmission of urgent messages from the Covered Person to relatives, business associates, friends residing in his/her country of residence and vice versa.

Luggage assistance

No limitations

AXA shall provide assistance in locating lost luggage and shall provide to the Cardmember regular updates on the location status.

Assistance for return trip

up to a maximum \$1000

In case of loss or theft of the American Express Network Card or identity papers necessary to return home, AXA shall provide assistance in replacing them. In the event of loss or theft of the transportation ticket to return home, a replacement transportation ticket shall be provided. (to be charged to Cardmember's **U.S. Bank FlexPerks® Gold American Express®** Card account and subject to authorization by the U.S. Bank National Association).

COST OF THE ASSISTANCE SERVICES PROVIDED

Most of the assistance services are offered to Cardmembers at no cost. However, according to circumstances and depending on the nature of the requested service, AXA may have to make cash advances against the Cardmember's account, subject to the Cardmember's approval. In this case, the advanced payment and associated delivery fees are reimbursed to AXA through the debit of the Cardmember's **U.S. Bank FlexPerks® Gold American Express®** Card account and subject to authorization by the U.S. Bank National Association.