

TERMS & CONDITIONS FOR AMERICAN EXPRESS RETURN PROTECTION

This document details the assistance services provided by AXA Assistance USA, Inc. ("AXA") and for which you may be eligible as described herein.

Eligibility: In order to be eligible for the services and benefits described below, offered by Elan Financial Services 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 Premier American Express® Card account. If for any reason your Premier 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.

24-HOUR TOLL-FREE ACCESS WORLDWIDE:

To facilitate obtaining the services, AXA will offer multi-lingual telephonic and facsimile access, where available, 24 hours a day, 365 days a year.

For 24-hour assistance call:

Toll Free number – 855-327-1424

Collect number – 630-694-9774

Covered Person means a Cardmember.

Cardmember means a person who has entered into an agreement establishing an account with Elan Financial Services which entitles such person to make purchases at merchants using a card or other payment method or device issued by Elan Financial Services in the United States under license from American Express.

AMERICAN EXPRESS RETURN PROTECTION

Benefit Details

Program Description

Return Protection offers Cardmembers guaranteed product satisfaction on designated items purchased entirely with an eligible Premier American Express® Card. If you try to return a designated item within 90 days from the date of purchase and the merchant refuses to take it back in accordance with its own return policies, AXA will refund the full purchase price, up to \$300.00 per item, excluding shipping and handling, and up to a maximum of \$1,000.00 annually per Cardmember Account.

How to File a Return Protection Request

Once you have verified that the merchant will not accept the designated item, call 855-327-1424 within 90 days of the purchase date to notify AXA of your request. Within 30 days from the date of your initial call, AXA will need to receive the following:

- Original store receipt
- Premier American Express® Card record of charge for the item

- Any other items reasonably requested by AXA to process your request

Once your request has been approved, you will be instructed to send the purchased item within 30 days. Please keep a record of your shipping statement, as you will need to provide proof of shipping in the event that your designated items are not received. You are responsible for the shipping and handling charges for the item. The cost up to \$300.00 per item and up to a maximum of \$1,000.00 per Cardmember per year-will be reimbursed to the Cardmember directly via check on all payable claims.

Limitations

Purchases must be made in the United States and charged in full on your Premier American Express® Card. Items purchased on the Internet do not qualify under this program. Purchases must be made from merchants operating within the United States, having a United States business address (not necessarily a retail outlet). A refund will not be paid if, on the date we receive your request for reimbursement or on the date of would-be payment by AXA, any amount on your Premier American Express® Card account is past due for one or more billing cycle(s) or your card is no longer valid (i.e. cancelled).

Refunds are limited to \$300.00 per designated item, and \$1,000.00 annually per Cardmember account. The item must be in "like new" condition (not visibly used or worn) and in working order to be eligible. An item is eligible if it may not be returned by the Covered Person to the merchant from which it was originally purchased. Any item purchased from a merchant that has an established return/satisfaction guarantee program which is greater than or equal to the terms of Return Protection, and provides coverage for claim, will not be eligible for a Return Protection refund. Product rebates, discounts or money received from lowest price comparison programs will be deducted from the original cost of the item. The maximum you will be compensated may not exceed the manufacturer's suggested retail price. Items not eligible for a refund are: animals and living plants; one-of-a-kind items (including antiques, artwork, and furs); limited edition items; going-out-of-business sale items; consumable or perishable Items with limited life spans (such as perfume, light bulbs, non-rechargeable batteries); jewelry (including, but not limited to loose gems, precious stones, metals, and pearls); watches; services and additional costs (such as installation charges, warranties, shipping, or memberships); rare and precious coins; used, altered, rebuilt and refurbished items; custom-built items, cellular phones; pagers; compact discs; digital video discs; mini discs; audiotapes; videotapes; computer software; firmware (such as console/video games, etc.); maps; books of any kind; health care items (such as blood pressure machines and diabetes equipment); formal wear; tickets of any kind; motorized vehicles (such as cars, trucks, motorcycles, boats, or airplanes) and heir parts; land and buildings; firearms; ammunition; negotiable instruments (such as promissory notes, stamps and travelers checks); cash and its equivalent; and items permanently affixed to home, office, vehicles, etc. (such as garage door openers, car alarms). If you have any questions regarding a Return Protection request or the Return Protection program, please call our Customer Service Department at 1- 855-327-1424.