

Emergency Assistance for the Dillard's American Express® Card

For 24 hour emergency assistance call:

Toll Free: 800.447.5982

Worldwide Collect: 312.935.3754

TERMS OF SERVICE FOR EMERGENCY ASSISTANCE

This document details the emergency assistance services ("Emergency Assistance") provided by AXA Assistance USA ("AXA") and for which Covered Persons (as defined below) may be eligible as described herein. The terms contained within these Terms of Service for Emergency Assistance are between AXA and Covered Persons.

I. GENERAL TERMS

Eligibility: In order to be eligible for the services and benefits described below, through AXA, the person receiving the services and benefits must be a Covered Person.

Duration of Coverage: The coverage period of the services and benefits described herein, rendered by AXA, runs concurrent with the validity of the **Dillard's American Express®** Card Account. If for any reason the Cardmember's **Dillard's American Express®** Card account is terminated or cancelled, the Covered Persons' eligibility to receive the services and benefits 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. In no event will the services be available in any country or territory which is the subject of governmental or quasi-governmental economic or political sanctions, which may be involved in an international or internal conflict, or where the existing infrastructure is deemed inadequate by AXA to guarantee service.

II. GENERAL DEFINITIONS

Card means the **Dillard's American Express®** Card.

Covered Person(s) means a Cardmember; or such Cardmember's spouse (or partner) living at the same address as the Cardmember; or, a dependent child under the age of nineteen (19) or under the age of twenty-three (23) in the case of a dependent full-time college student, in either case who resides permanently with the Cardmember.

Cardmember(s) means a holder of a **Dillard's American Express®** Card whose name is embossed, printed or otherwise affixed on a Card, or who has entered into an agreement with Wells Fargo Bank, N.A. for the extension of credit to be used to purchase goods and services from merchants participating on the American Express network.

III. CONTENT OF THE ASSISTANCE SERVICES PROVIDED

There are four components of the Emergency Assistance program:

1. Medical Emergency Assistance

AXA can refer the Covered Person to preferred providers including primary care physicians, clinics and hospitals all over the world. Primary care physicians are defined as referrals to the following: family practitioners, general practitioners, internists, ophthalmologists, obstetricians/gynecologists, orthopedists, and pediatricians. The Covered Person will be given the name, address, telephone number, office hours,

and if applicable, language(s) spoken by the provider. The nature of the situation, location of the Covered Person, and time of the day will influence whether a referral is made to an individual provider or to a hospital/emergency care facility. AXA will also provide referrals to medical specialists in major cities and nearby areas using specific selection criteria. Specialists are defined as physicians other than those previously identified as primary care physicians. Some examples of specialists include allergists, cardiologists and endocrinologists.

2. Legal Emergency Assistance

AXA provides referrals to lawyers or other legal service providers including the provider's name, address, telephone number, office hours, specialty and language resources. Whenever AXA has sufficient information to do so, it shall refer the Covered Person to two or more legal professionals so that the Covered Person may have the benefit of choosing the legal professional. AXA will use reasonable efforts to ensure that its referrals are legal service providers who meet the professional standards of the country or city where the traveler is located.

3. Personal Assistance

Available 24/7, both pre-travel and during trip, AXA will provide the following information upon a Covered Person's request.

- Passport, visa, and immunization/inoculation requirements;
- Foreign currency exchange rates;
- Weather forecasts and average seasonal temperatures;
- Embassy and consular referrals;
- General information on local customs;
- General information on business etiquette;
- Information on national holidays and standard business hours;
- Travel advisories and customs information; and
- Local voltage information.

4. Travel Oriented Assistance

- Referrals to interpreters: AXA shall make the necessary arrangements to provide the Covered Person with an interpreter (which will be charged to the Cardmember's account (after obtaining the Cardmember's approval) and subject to authorization by Wells Fargo Bank, N.A.).
- Urgent message relay: AXA will relay emergency messages to or from a Covered Person to family members or colleagues 24 hours a day.
- Cash/bail assistance: Emergency funds will be arranged and made available to the Covered Person in the event money is lost, stolen, or inaccessible due to banking holidays, etc. AXA will also assist with the payment of legal fees, as well as secure and post bail bonds when required.
- Luggage assistance: AXA shall assist the Covered Person with locating lost luggage and shall provide to the Covered Person regular updates on the location status.

COST OF THE ASSISTANCE SERVICES PROVIDED

Most of the assistance services are offered to Covered Person 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 Card account, subject to prior approval of the Cardmember and Wells Fargo Bank, N.A.