



Dillard's
CARD SERVICES

Guide to Benefits

Dillard's American Express® Card

Effective Date: October 1, 2020

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This Guide to Benefits describes the benefits in effect as of 10/1/2020. These benefits services are available to you as a Dillard's American Express Card member. Please read and retain this document for Your records.

Benefits Summary

With Your Dillard's American Express Card, You have the power and recognition of the American Express brand at Your convenience — combined with the benefits and perks you already enjoy.

As a Cardholder, You receive access to an array of benefits available to you every day. You also receive additional premium assistance, savings, and support. From shopping to travel, you have 24/7 care at Your service.

Questions regarding *Your* benefits?

- Card benefits information center: 1-866-834-6294
- Cellular Telephone Protection benefit: 1-866-804-4770

To view all your benefits information or to start a claim, visit <https://retailservices.wellsfargo.com/dillards/agreements.html>.

Benefits

Cellular Telephone Protection

Cellular Telephone Protection can reimburse the eligible Dillard's American Express® Card cardholder for damage to or theft of a cell phone. Reimbursement is limited to the repair or replacement of your original cell phone, less a \$25 deductible with an allowable maximum of two claims per 12 month period. Each approved claim has a benefit limit of \$600. This benefit does not cover cell phones that are lost (i.e., disappear without explanation). This protection is only available when cell phone bills are paid from your Dillard's American Express Card. The coverage does not apply if the cell phone bill is paid from a Wells Fargo Debit Card, Wells Fargo Business Credit Card, Wells Fargo Commercial Card, or from the card that is linked to a Line of Credit. Coverage does not apply to cell phones that are rented, borrowed, or received as part of a prepaid plan. Electronic failure or issues related to the software of the device are not covered. Cellular Telephone Protection coverage begins the first day of the calendar month following your first cell phone billing on your Dillard's American Express Card, and remains in effect when you continue to charge your total monthly cell phone bill to your Dillard's American Express Card. This protection may not be equivalent to or better than other applicable coverage. This is supplemental coverage not otherwise covered by another insurance policy (for example, cell phone insurance programs, or your homeowner's, renter's, automobile, or employer's insurance policies) and may be applied after all other insurance. For complete coverage benefits and exclusions regarding this protection call 1-866-804-4770, 24 hours a day, seven days a week or go to <http://www.wellsfargo.com/ctp>

Note:

Call your cellular provider (or log on to their website) and request to set up automatic payments. Setting up automatic payments is not required to qualify for Cellular Telephone Protection; however, you need to pay your monthly cell phone bill with your eligible Wells Fargo Consumer Credit Card to get up to \$600 protection.

CLAIMS SNAPSHOT



Your personal cell phone is stolen out of Your purse while You are out at a restaurant.



File a police report



60 DAYS

Benefits Administrator must be notified of the incident



90 DAYS

Claim form must be submitted with supporting documents



Claim reviewed

Retail Protection and Extended Warranty

Virginia Surety Company, Inc.
175 W. Jackson Blvd., Chicago, IL 60604

Key Terms

The following Key Terms apply to the following benefits: Retail Protection and Extended Warranty.

Throughout this document, You and Your refer to the cardmember or authorized user of the covered card. We, Us, and Our refer to Virginia Surety Company, Inc.

Administrator means TWG Innovative Solutions, Inc., you may contact the administrator if you have questions regarding this coverage or would like to make a claim. The administrator can be reached by phone:

Retail Protection: 1-800-840-9910
Extended Warranty: 1-800-569-6317

Authorized User means an individual who is authorized to make purchases on the covered card by the cardmember 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 the Participating Organization for the covered card.

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

Damage means items that can no longer perform the function they were intended to do in normal service due to broken parts, material or structural failures.

Evidence of Coverage (EOC) means the document describe the terms, conditions, and exclusions. The EOC, Key Terms, and Final Legal Disclosures are the entire agreement between You and Us. Representations or promises made by anyone that are not contained in the EOC, Key Terms, or Final Legal Disclosures are not a part of your coverage.

Stolen means items that are taken by force and/or under duress or the disappearance of the item from a known place under circumstances that would indicate the probability of theft.

United States Dollars (USD) means the currency of the United States of America.

KT-CC-EOC (9.08)

Retail Protection

Evidence of Coverage

Pursuant to the below terms and conditions, when you bought an item with your covered card is damaged or stolen within ninety (90) days of purchase, you may be eligible for benefits under this coverage.

Refer to Key Terms KT-CC-EOC (9.08) for the definitions of you, your, we, us, our, and words that appear in bold and Final Legal Disclosures CC-FLD (9.08).

A. To get coverage:

- You must purchase the new item entirely with your covered card for yourself or to give as a gift.

B. The kind of coverage you receive:

- Most items you purchase entirely with your covered card are covered if damaged or stolen for ninety (90) days from the date of purchase as indicated on your covered card's receipt.
- Items you purchase with your covered card and give as gifts also are covered.
- This coverage is secondary to any other applicable insurance or coverage available to you or the gift recipient. Coverage is limited to only those amounts not covered by any other insurance or coverage benefit.

C. Coverage limitations:

- Coverage is limited to the lesser of the following:
 - The actual cost of the item (excluding delivery and transportation costs).
 - A maximum of \$1,000 per loss and a total of \$50,000 per cardmember account per twelve (12) month period.
- Purchases that are made up of a pair or set will be limited to the cost of repair or replacement of the specific item stolen or damaged. If the specific item cannot be replaced individually

or repaired, the value of the pair or set will be covered not to exceed the limits above.

- Coverage for stolen or damaged jewelry or fine art will be limited to the actual purchase price as listed on your credit card statement, regardless of sentimental or appreciated market value.

D. What is NOT covered:

- Items left in public sight, out of arm's reach, lacking care, custody or control by the cardmember.
- Lost items, and items that mysteriously disappear (the only proof of loss is unexplained or there is no physical evidence to show what happened to the item) without any evidence of a wrongful act.
- Items that are 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.
- Items lost, stolen, damaged, or mis-delivered while 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).
- Losses due to normal wear and tear, misuse, gradual deterioration, and/or abuse.
- Losses resulting from any dishonest, fraudulent, or criminal act committed or arranged by you.
- Losses that cannot be verified or substantiated.
- Items covered by a manufacturer's recall or class action suit.
- Items that you damage through alteration (including, but not limited to, cutting, sawing, shaping).
- Used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles); recycled, previously owned, refurbished, rebuilt, or remanufactured items.
- Stolen items without documented report from the police.
- Items that are damaged during transport via any mode.
- Items stolen from the interior or exterior of a watercraft/boat, aircraft, motorcycle, automobile or any other motor vehicles.
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, or their motors, equipment, or accessories. Motorized equipment not designed for transportation and used solely for the upkeep and maintenance of a residence is eligible for coverage. (including, but not limited to, snow thrower, lawn mowers, and hedge trimmers).
- Land, any buildings (including, but not limited to, homes and dwellings), permanently installed items, fixtures, or structures.
- Traveler's checks, tickets of any kind (e.g., for airlines, sporting events, concerts, or lottery), negotiable instruments, bullion, rare, or precious metals, stamps, and coins, currency or its equivalent.
- Losses caused by insects, animals, or pets.
- Plants, shrubs, animals, pets, consumables, and perishables.
- Items purchased for resale, rental, professional, or commercial use.

- Professional services (including, but not limited to, the performance or rendering of labor or maintenance; repair or installation of products, goods, or property; professional advice of any kind, including, but not limited to, information/services or advice secured from any help or support line; or technical support for software, hardware, or any other peripherals).
- Application programs, computer programs, operating software, and other software.
- Losses resulting from war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or damage by any government, public authority, or customs official; risks of contraband; illegal activity or acts.
- Losses caused by power surge, contamination by radioactive or hazardous substances, including mold.
- Direct or indirect loss resulting from any Acts of God (including, but not limited to, flood, hurricane, lightning, and earthquake).
- Losses caused by liquids, fluids, oils, chemicals, or bodily fluids/excretions.
- Game animals, pets, or specimens preserved for display (e.g., fish, birds, reptiles, or mammals).
- Items stolen or damaged at a new home construction site.
- Rented, leased, or borrowed items for which you will be held responsible.
- Trip, service, or diagnostic charges in the absence of any covered repairs or verified failure.
- Any shipping charges, transportation and delivery charges, or promised time frames for delivery, whether or not stated or covered by the manufacturer's warranty.
- Interest or conversion fees that are charged to you on the covered card by the financial institution.

How to file a claim:

1. Call the Administrator at 1-800-840-9910 to request a claim form. You must report the claim within sixty (60) days of the loss or the claim may not be honored.
2. Submit the following documentation within one hundred and eighty (180) days of the date you report the claim:
 - Completed and signed claim form.
 - Repair estimate for damaged item(s).
 - Photograph clearly showing damage, if applicable.
 - Receipt showing purchase of covered item(s).
 - Statement showing purchase of covered item(s).
 - Report from police listing any items stolen.
 - Copy of the declarations page of any applicable insurance or protection (including, but not limited to, homeowners, renters, or auto insurance policy).
 - Any other documentation that may be reasonably requested by us or Our designated representative to validate a claim.

PA-CC-EOC (9.08)

Final Legal Disclosure

This Guide to Benefits is not, by itself, a policy or contract of insurance or other contract.

Benefits are purchased and provided free to you, but non-insurance services may have associated costs, which will be your responsibility (for example, legal referrals are free, but the lawyer's fee is your responsibility).

Retail Protection coverage is provided under a Group Policy of insurance issued by Virginia Surety Company, Inc. This Guide to Benefits is intended as a summary of benefits provided to you. The attached Key Terms and EOC and all the information about the insurance benefits listed in this Guide to Benefits is governed by the conditions, limitations, and exclusions of the Group Policy.

Privacy Notice:

As the insurer of the covered card coverage described herein, Virginia Surety Company, Inc. ("VSC") collects personal information about you from the following sources: Information the insurer gathers from you, from your request for insurance coverage or other forms you furnish to the insurer, such as your name, address, telephone number, and information about your transactions with the insurer such as claims made and benefits paid. The insurer may disclose all information it collects, as described above, to companies that perform administrative or other services on our behalf solely in connection with the insurance coverage you have received. The insurer does not disclose any personal information about former insureds to anyone, except as required by law. The insurer restricts access to personal information about you to those employees who need to know that information in order to provide coverage to you. The insurer maintains physical, electronic, and procedural safeguards that comply with federal regulations to guard your personal information. Should you have any questions about the insurance procedures or the information contained within your file, please contact the insurer by writing to:

Compliance Department
Virginia Surety Company, Inc.
175 West Jackson Blvd., Chicago, IL 60604

Effective date of benefits:

Effective 10/01/2020, this Guide to Benefits replaces all prior disclosures, program descriptions, advertising, and brochures by any party. The Policyholder and the insurer reserve the right to change the benefits and features of these programs at anytime. Notice will be provided for any changes.

Cancellation:

The Policyholder can cancel these benefits at any time or choose not to renew the insurance coverage for all cardmembers. If the Policyholder does cancel these benefits, you will be notified at least sixty (60) days in advance. If the insurance company terminates, cancels, or chooses not to renew the coverage to the Policyholder, you will be notified as soon as is practicable. Insurance benefits will still apply for any benefits you were eligible for prior to the date of such terminations, cancellation, or non-renewal, subject to the terms and conditions of coverage.

Benefits to you: These benefits apply only to cardmembers whose cards are issued by U.S. financial institutions. The United States is defined as the fifty (50) United States, the District of Columbia, American Samoa, Puerto Rico, Guam, and the U.S. Virgin Islands. No person or entity other than the cardmember shall have any legal or equitable right, remedy, or claim for benefits, insurance proceeds and damages under or arising out of these programs. These benefits do not

apply if your card privileges have been cancelled. However, insurance benefits will still apply for any benefit you were eligible for prior to the date that your account is suspended or cancelled, subject to the terms and conditions of coverage.

Transfer of rights or benefits: No rights or benefits provided under these insurance benefits may be assigned without the prior written consent of the claim administrator for these benefits.

Misrepresentation and Fraud: Benefits shall be void if the cardmember has concealed or misrepresented any material facts concerning this coverage.

Dispute Resolution — Arbitration: This EOC requires binding arbitration if there is an unresolved dispute between You and VSC concerning this EOC (including the cost of, lack of or actual repair or replacement arising from a loss). Under this Arbitration provision, You give up your right to resolve any dispute arising from this EOC by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three (3) arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

To start arbitration, either You or VSC must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the loss occurred or the dispute arose. You and VSC will each separately select an arbitrator. The two (2) arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by You and VSC. Unless otherwise agreed to by You and VSC, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this EOC. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this EOC and all transactions contemplated by this EOC, including, without limitation, the validity, interpretation, construction, performance and enforcement of this EOC.

Due Diligence: All parties are expected to exercise due diligence to avoid or diminish any theft, loss or damage to the property insured under these programs. "Due diligence" means the performance of all vigilant activity, 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 the item.

Subrogation: If payment is made under these benefits, the insurance company is entitled to recover such amounts from other parties or persons. Any party or cardmember who receives payment under these benefits must transfer to the insurance company 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 from the cardmember.

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

Other Insurance: Coverage is secondary to any other applicable insurance or indemnity available to You. Coverage is limited to only those amounts not covered by any other insurance or indemnity. It is subject to the conditions, limitations, and exclusions described in this document. In no event will this coverage apply as contributing insurance. This Other Insurance clause will take precedence over a similar clause found in other insurance or indemnity language.

In no event will these insurance benefits apply as contributing insurance. The non-contribution insurance clause will take precedence over the non-contribution clause found in any other insurance policies.

Benefits listed in this Guide to Benefits are subject to the conditions, limitations, and exclusions described in each benefit section. Receipt and/or possession of this Guide to Benefits does not guarantee coverage or coverage availability

CC-FLD (9.08)

Extended Warranty

Evidence of Coverage

Refer to Key Terms KT-CC-EOC (9.08) for the definitions of you, your, we, us, our, and words that appear in bold and Final Legal Disclosures CC-FLD (9.08).

A. To get coverage:

- You must purchase the new item entirely with your covered card and/or accumulated points from your covered card for yourself or to give as a gift
- The item must have an original manufacturer's (or U.S. store brand) warranty of twelve (12) months or less.

B. The kind of coverage You receive:

- Extended Warranty doubles the original manufacturer warranty up to a maximum of twelve (12) months on most items You purchase. For products with multiple warranty components, each warranty time period will be extended up to a maximum of twelve (12) months. Should You fail to properly register the original warranty as required by manufacturer, We will only double the actual warranty time period that You received from the manufacturer.

An example of a product with multiple warranty components includes an appliance with original manufacturer's (or U.S. store brand) warranties that differ for parts, labor, compressor, etc. The item must have an original manufacturer's (or U.S. store brand) warranty of twelve (12) months or less.

- If You purchase a service contract or an optional extended warranty of twelve (12) months or less on your item, we will cover up to an additional twelve (12) months after both the original manufacturer's (or U.S. store brand) warranty and the purchased service contract or extended warranty coverage period end. If your service contract or extended warranty

exceeds twelve (12) months, this coverage does not apply.

- If You do not have an additional service contract or an optional extended warranty, this Extended Warranty benefit commences the day after your original manufacturer's (or U.S. store brand) warranty expires.

C. Coverage limitations:

- The maximum benefit for repair or replacement shall not exceed the actual amount charged on Your covered card or \$10,000, whichever is less.
- If either the original manufacturer's (or U.S. store brand) warranty or the service contract covers more than twelve (12) months this benefit will not apply.
- We or our administrator will decide if a covered failure will be repaired or replaced, or whether you will be reimbursed up to the amount paid for the item. Items will be replaced with those of like kind and quality. However, we cannot guarantee to match exact color, material, brand, size, or model.

D. What is NOT covered:

- Used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles) that do not come with a manufacturer warranty (repair or replacement amount will not include market value at time of claim); recycled, previously owned, refurbished, rebuilt, or remanufactured items; product guarantees (e.g., glass breakage).
- Floor models that do not come with an original manufacturer warranty.
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, or their motors, equipment, or accessories. Parts, if purchased separately, may be covered.
- Land, any buildings (including, but not limited to, homes and dwellings), permanently installed items, fixtures, or structures.
- Plants, shrubs, animals, pets, consumables, and perishables.
- Professional Services (including, but not limited to, the performance or rendering of labor or maintenance; repair or installation of products, goods or property; professional advice of any kind, including, but not limited to, information/services or advice secured from any help or support line; or technical support for software, hardware, or any other peripherals.)
- Application programs, operating software, and other software.
- All types of media with stored data or music (including, but not limited to, computer software, DVDs, video cassettes, CDs, film and audio cassettes).
- Any shipping charges, transportation and delivery charges, or promised time frames for delivery, whether or not stated or covered by the manufacturer's warranty.
- Direct or indirect loss resulting from any Acts of God (including, but not limited to, flood, hurricane, lightning, and earthquake).
- Indirect or direct damages resulting from a covered loss.
- Mechanical failure arising from product recalls.
- Trip, service, or diagnostic charges in the absence of any covered repairs or verified failure.

- Loss resulting from war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or damage by any government, public authority, or customs official; risks of contraband, illegal activity, or acts.
- Mechanical failures caused by normal wear and tear or gradual deterioration where no failure has occurred.
- Items purchased for resale, professional, or commercial use.
- Mechanical failures caused by lack of maintenance/service.
- Losses caused by power surge, contamination by radioactive or hazardous substances, including mold.
- Physical damage to the item.
- Any exclusion listed in the original manufacturer's warranty.
- Interest or conversion fees that are charged to you on the Covered Card by the financial institution.

E. How to file a claim:

- Call the Administrator at 1-800-569-6317 to request a claim form. You must report the claim within sixty (60) days of the failure or the claim may not be honored.
- Submit the following documentation within one hundred and eighty (180) days from the date of failure or the claim may not be honored:
 - Completed and signed claim form.
 - Receipt showing covered item(s).
 - Statement showing covered item(s).
 - Itemized purchase receipt(s).
 - Original manufacturer's (or U.S. store brand) warranty.
 - Service contract or optional extended warranty, if applicable.
 - Itemized repair estimate from a factory authorized service provider.
 - Any other documentation that may be reasonably requested by us or Our designated representative to validate a claim.

EW-CC-EOC (9.08)

Final Legal Disclosure

This Guide to Benefits is not, by itself, a policy or contract of insurance or other contract.

Benefits are purchased and provided free to you, but non-insurance services may have associated costs, which will be your responsibility (for example, legal referrals are free, but the lawyer's fee is your responsibility).

Extended Warranty coverage is provided under a Group Policy of insurance issued by Virginia Surety Company, Inc. This Guide to Benefits is intended as a summary of benefits provided to you. The attached Key Terms and EOC and all the information about the insurance benefits listed in this Guide to Benefits is governed by the conditions, limitations, and exclusions of the Group Policy.

Privacy Notice:

As the insurer of the covered card coverage described herein, Virginia Surety Company, Inc. ("VSC") collects personal information about you

from the following sources: Information the insurer gathers from you, from your request for insurance coverage or other forms you furnish to the insurer, such as your name, address, telephone number, and information about your transactions with the insurer such as claims made and benefits paid. The insurer may disclose all information it collects, as described above, to companies that perform administrative or other services on our behalf solely in connection with the insurance coverage you have received. The insurer does not disclose any personal information about former insureds to anyone, except as required by law. The insurer restricts access to personal information about you to those employees who need to know that information in order to provide coverage to you. The insurer maintains physical, electronic, and procedural safeguards that comply with federal regulations to guard your personal information. Should you have any questions about the insurance procedures or the information contained within your file, please contact the insurer by writing to:

Compliance Department
Virginia Surety Company, Inc.
175 West Jackson Blvd., Chicago, IL 60604

Effective date of benefits:

Effective 10/01/2020, this Guide to Benefits replaces all prior disclosures, program descriptions, advertising, and brochures by any party. The Policyholder and the insurer reserve the right to change the benefits and features of these programs at anytime. Notice will be provided for any changes.

Cancellation:

The Policyholder can cancel these benefits at any time or choose not to renew the insurance coverage for all cardmembers. If the Policyholder does cancel these benefits, you will be notified at least sixty (60) days in advance. If the insurance company terminates, cancels, or chooses not to renew the coverage to the Policyholder, you will be notified as soon as is practicable. Insurance benefits will still apply for any benefits you were eligible for prior to the date of such terminations, cancellation, or non-renewal, subject to the terms and conditions of coverage.

Benefits to you: These benefits apply only to cardmembers whose cards are issued by U.S. financial institutions. The United States is defined as the fifty (50) United States, the District of Columbia, American Samoa, Puerto Rico, Guam, and the U.S. Virgin Islands. No person or entity other than the cardmember shall have any legal or equitable right, remedy, or claim for benefits, insurance proceeds and damages under or arising out of these programs. These benefits do not apply if your card privileges have been cancelled. However, insurance benefits will still apply for any benefit you were eligible for prior to the date that your account is suspended or cancelled, subject to the terms and conditions of coverage.

Transfer of rights or benefits: No rights or benefits provided under these insurance benefits may be assigned without the prior written consent of the claim administrator for these benefits.

Misrepresentation and Fraud: Benefits shall be void if the cardmember has concealed or misrepresented any material facts concerning this coverage.

Dispute Resolution — Arbitration: This EOC requires binding arbitration if there is an unresolved dispute between You and VSC concerning this EOC (including the cost of, lack of or actual repair

or replacement arising from a loss). Under this Arbitration provision, You give up your right to resolve any dispute arising from this EOC by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three (3) arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

To start arbitration, either You or VSC must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the loss occurred or the dispute arose. You and VSC will each separately select an arbitrator. The two (2) arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by You and VSC. Unless otherwise agreed to by You and VSC, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this EOC. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this EOC and all transactions contemplated by this EOC, including, without limitation, the validity, interpretation, construction, performance and enforcement of this EOC.

Due Diligence: All parties are expected to exercise due diligence to avoid or diminish any theft, loss or damage to the property insured under these programs. "Due diligence" means the performance of all vigilant activity, 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 the item.

Subrogation: If payment is made under these benefits, the insurance company is entitled to recover such amounts from other parties or persons. Any party or cardmember who receives payment under these benefits must transfer to the insurance company 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 from the cardmember.

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

Other Insurance: Coverage is secondary to any other applicable insurance or indemnity available to You. Coverage is limited to only those amounts not covered by any other insurance or indemnity. It is subject to the conditions, limitations, and exclusions described in this document. In no event will this coverage apply as contributing insurance. This Other Insurance clause will take precedence over a similar clause found in other insurance or indemnity language.

In no event will these insurance benefits apply as contributing insurance. The non-contribution insurance clause will take precedence over the non-contribution clause found in any other insurance policies.

Benefits listed in this Guide to Benefits are subject to the conditions, limitations, and exclusions described in each benefit section. Receipt and/or possession of this Guide to Benefits does not guarantee coverage or coverage availability

CC-FLD (9.08)

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.

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