

Visa Business Signature Rewards Card with Beyond Rewards[®] Program Terms and Conditions

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Merrill Lynch, Pierce, Fenner & Smith Incorporated (referred to as “Merrill Lynch”, “our”, “us”, or “we”) reserves the right, in its sole discretion, to alter, substitute, or terminate all or any part of the Merrill Lynch Beyond Rewards[®] program (“Beyond Rewards” or the “Program”) or any reward or to modify these terms and conditions for any reason. This right means that Merrill Lynch may, among other things, change or remove reward providers, increase Merrill Points[®] points (“Points”) redemption requirements for rewards, and change the terms and conditions for earning, redeeming, or forfeiting Points. In addition, this right means that the accumulation of Points does not entitle business account owners participating in the Program to any vested rights with respect to Points earned, rewards, or other benefits of the Program. In accumulating Points, cardholders may not rely upon the continued availability of any reward or Points redemption level for a reward, and cardholders may not be able to obtain all offered rewards. Any reward may be withdrawn or subject to increased Points redemption requirements or new restrictions at any time. Merrill Lynch may make any one or more of these changes at any time even if such changes affect a business account owner’s ability to use Points already earned. Merrill Lynch reserves the right to end Beyond Rewards by providing notice six (6) months in advance. Every effort has been made to ensure the accuracy of the contents of Program materials. Merrill Lynch is not responsible for typographical errors and/or omissions.

REWARDS PROGRAM

Eligibility

1. Business account owners of a Visa Business Signature Rewards card (a “Signature Rewards card” or “Visa Signature Business Reward card issued with a WCMA[®] account) are automatically enrolled in the Program.
2. Merrill Lynch reserves the right to disqualify any business account owner(s) from participating in the Program and invalidate all Points for abuse, fraud, or any violation of the Program’s terms and conditions.

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Annual Fees

3. Annual enrollment fees (if applicable) will be automatically debited from your WCMA account. Thereafter, the annual fee will be automatically debited from your WCMA account on your enrollment anniversary date. If your Signature Rewards account is transferred to a new office, Financial Advisor, or account, the fee structure in effect at the time of the transfer will apply.

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Transaction Fees

4. ATM fees are waived at Bank of America ATMs. (Applies to ATM surcharges only. Foreign exchange and non-ATM cash withdrawal fees may still apply.)
5. For ATM withdrawals on WCMA accounts, there will be no Merrill Lynch fee for the first 52 transactions per year with a \$1.00 fee per transaction thereafter, however individual ATM Operator Fees may apply.

6. The fee for non-ATM cash withdrawals using your Signature Reward cards is 0.25% of the total dollar amount with a \$2.50 minimum per transaction. For international non-ATM cash withdrawals from your U.S. WCMA account, only the international transaction fee will apply.

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International Transaction Fee

7. An international transaction fee equal to 2% applies to the U.S. dollar amount of all transactions that occur outside of the United States, including purchases, credits, ATM withdrawals and non-ATM cash withdrawals. This fee will only apply to transactions submitted to Visa in a currency other than U.S. dollars and will be in addition to any other applicable transaction fee.

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Points Accrual

8. The Program is based on a point system in which one Point is accumulated for every eligible dollar charged to your Signature Rewards card after date of enrollment. No retroactive Points will be given.

9. Eligible purchases are purchases charged to your Signature Rewards card from date of Program enrollment and posted to the business account owner's account during the annual participation period. Only purchase transactions made with the Signature Rewards card are eligible for Points. Transactions not eligible to earn Points include cash withdrawals, ATM transactions, checks, fees, political contributions, purchases returned for credit, purchases made in violation of law or the WCMA account agreement, and purchases processed as "cash-like" (not retail) transactions. Security transactions (where allowable) are only eligible to earn up to 10,000 Points annually, and must be processed as retail transactions. All questions or disputes regarding eligibility of transactions will be decided by Merrill Lynch in its sole discretion, whose decision shall be final. Any accrued Points rewarded for any ineligible transactions will be forfeited. Points earned via purchases under a WCMA account using more than one Signature Rewards card are rewarded to the business account owner(s), not to individual cardholder(s). Each Signature Reward card issued is eligible to earn Points.

10. Earned Points are available for use the day after the transaction is posted to your account.

11. Points will not expire and will remain available for redemption as long as your Signature Rewards card account remains open. If a cardholder voluntarily closes the account, or if we close the account, and the account is in good standing at the time of account closure, we may, at our discretion, permit the cardholder to redeem unused Points for up to sixty (60) days after account closure. In all other circumstances, if the account is closed, all unused Points are immediately and irrevocably forfeited unless specifically authorized by us.

12. Points earned under multiple Signature Rewards cards under a WCMA account will be credited under that WCMA account only. Points may not be transferred to or combined among different CMA, Beyond Banking, WCMA, EMA accounts, or any other Merrill Lynch rewards program.

13. Points may not be transferred to any frequent flyer or other rewards program(s).

14. Purchase returns or other credits reflected on your Signature Rewards card statement during the Program participation period will reduce or eliminate the Points available for reward redemption.

15. Business account owner(s) authorize Merrill Lynch to automatically debit the business account owner's WCMA account in the event of a negative Points balance at a rate of \$0.01 per Point.

Visit: businesscards.ml.com or call 1.800.206.0000.

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General Restrictions

16. By participating in, and accepting and using Program rewards, special rewards and benefits, you release, discharge, and hold harmless Merrill Lynch and its Released Parties (which shall be defined with respect to any entity as its subsidiaries, affiliates, employees, officers, directors), and its agents/contractors, and their respective Released Parties from any and all claims or damages arising out of the use of any rewards, special rewards and benefits or resulting from or related to the Concierge Service or any of the Program's Supplemental Insurance & Travel Services including, but not limited to, any physical injury or death resulting from travel taken as a result of this Program. In providing Merrill Lynch Travel Service, Concierge Service or rewards, Merrill Lynch contractors may be disclosed to these other service providers in order to fulfill your request or reward, and that these other service providers are not governed by Merrill Lynch's Privacy Policy. By using Merrill Lynch Travel Service or Concierge Service or redeeming rewards fulfilled by Merrill Lynch and its contractors you consent to such use of your personal information. Reward providers and third-party service providers are solely responsible for the fulfillment of rewards, special rewards and benefits and the provision of services. Merrill Lynch or its contractors have no further obligation once rewards, special rewards or benefits are issued or a third-party service provider is referred to you. Merrill Lynch and its contractors are not responsible for any losses due to rewards, special rewards or benefits provider's failure to honor any reward or for the provision of any services by a third-party service provider.

17. All Program rewards, special rewards, and benefits, including merchandise, certificates, and travel services (including those services provided by air, water or surface carriers, hotels and other accommodation providers, food or beverage providers, transportation companies, etc.), are manufactured or provided by parties other than Merrill Lynch and its contractors. Merrill Lynch and its contractors make no representation or warranty of any kind, expressed or implied, with respect to the Program rewards, special rewards and benefits. Merrill Lynch, its contractors and any of their parent companies, subsidiaries, affiliates, employees, officers, directors or their agents or contractors, shall have no liability or responsibility for any claims or damages, of whatever nature, including but not limited to any delay, inconvenience, property damage, physical injury, sickness or death, caused by, arising out of or related to your possession or use of any of the Program rewards, special rewards or benefits or any acts or omissions of the Program rewards, special rewards or benefits providers. Some states do not allow the disclaimer of warranties or the exclusion of liability for consequential damages, so the above limitations may not apply to you in all cases.

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REWARDS INFORMATION

General

18. Points and reward certificates have no value except when used in accordance with the terms and conditions of the Program and reward providers.
19. Reward and travel providers and the related rewards in the Program may be changed, substituted, or discontinued without notice.
20. Allow seven to fourteen days for receipt of reward certificates from the Program. Reward certificates may be expedited via overnight delivery service through the redemption of additional Points.
21. By requesting shipment of a Program reward to an address different from that indicated on the account, the cardholder assumes sole responsibility for the receipt of the reward.
22. Some Program rewards are limited to use within the U.S. and may be subject to restrictions for shipment outside of the U.S.

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Anytime, Anywhere, Any Airline[®] Air Rewards

23. Business account owners may redeem Points for the Anytime, Anywhere, Any Airline[®] Air Rewards ("Air Rewards") for any scheduled flight, without any blackout dates, on any scheduled carrier published on the major airline reservation system chosen for use by the Program (subject to availability). All ticketing for Air Rewards must be made by a Merrill Lynch Travel Advisor (by calling 1.800.206.0000 or online card.ml.com/onlinetravel) to locate the lowest published fares available in the chosen airline reservations system when booking Air Rewards. Charter flights, consolidator fares, packaged fares, contract fares and Internet pricing are not available with Air Rewards. Reservations made by other travel agents or tour companies will not be accepted. Electronic tickets will be issued unless carrier restrictions apply. See below for more information about paper tickets. You may designate anyone as the user of an Air Reward, but all travel documents will be sent to the email address provided at the time of redemption. Air Rewards are described both in terms of the number of Points required and a corresponding maximum dollar value ("MDV"). If the dollar cost of an Air Reward exceeds the MDV, the cardholder must pay the difference between the cost and the MDV by using Points in order to obtain the reward: i.e., 5,000 Points must be redeemed for additional costs up to \$100 of ticket value. Additional payments may be made only in increments of 5,000 Points (for up to \$100 of additional cost). Air Rewards are available for worldwide travel based on roundtrip travel departing from the United States (including the District of Columbia, Alaska, Hawaii, U.S. Virgin Islands and Puerto Rico), and ticketed in U.S. dollars. The number of Points and corresponding MDV required for an Air Reward is 25,000/\$500. MDV includes all taxes and destination fees except the September 11th Security Fee. Merrill Lynch reserves the right to add any airline-imposed surcharges, including, but not limited to, fuel-related surcharges and/or additional security fees deemed necessary by the individual carrier. Air Rewards are not refundable. Miscellaneous costs, including, but not limited to, excess baggage, gratuities, insurance and airline amenities, are the cardholder's responsibility. Once issued, the Air Reward ticket(s) may be subject to restrictions by the airline, such as a non-refundable fare or change/cancellation fees. All fees and additional costs incurred by modifying, exchanging or canceling a ticket are the responsibility of the cardholder and the airline-associated fees must be paid for using the cardholder's Signature Rewards card. Points cannot be used for airline exchange fees, additional fees due to changes or cancellations or any other fee imposed by the airline. Additional travel arrangements may be made in conjunction with the redemption of the Air Reward provided the additional travel is on the same itinerary, and at least one of the airline tickets is obtained as an Air Reward.

An additional redemption of 2,000 Points for ticket processing is required for each Air Reward and with each airline ticket issued as a courtesy or companion whether redeeming for Points or paying using a Signature Rewards card. An additional 2,000 Points will be charged per ticket per transaction for modifications, exchanges or cancellations. These Points are non-refundable. Companion bookings may be made in conjunction with the redemption of an Air Reward provided the additional travel is on the same itinerary and at least one of the airline tickets is obtained as an Air Reward. Such companion ticket arrangements made without using Points must be paid for using the Signature Rewards card and are subject to a \$15 service fee payable on the Signature Rewards card per ticket. Courtesy bookings may be made without the redemption of an Air Reward. Such flight arrangements must be paid for using the Signature Rewards card and are subject to a \$25 fee per ticket. All tickets will be issued electronically, unless paper tickets are required by the carrier. Paper tickets may be requested for a fee of \$25 per ticket. Circle trips, wherein the traveler elects to extend a layover or reach a final destination different than his or her original departure destination, may incur additional costs. Combining two or more lower-priced tickets to reach the maximum cost is not allowed. Air Rewards cannot be combined with other coupons, vendor certificates or special offers and all service fees and additional costs must be paid for using your Signature Rewards card unless otherwise stated herein.

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Air Dollars-Off Rewards

24. Air Dollars-Off Rewards must be booked through your Merrill Lynch Travel Advisor by calling 1.800.419.0000. Points may be redeemed in increments of 10,000 Points and applied towards an airline ticket purchase for all Merrill Lynch programs. For every 10,000 Points redeemed, a value of \$100 will be applied towards the airline ticket. \$100-off air travel rewards must be applied in whole amounts and if the \$100 reward is over the cost needed, any remaining amount will not be reimbursed or credited. \$100-off air travel reward is applied per person not per total to the booking record. Multiple \$100-off air travel rewards may be used. Any amount over what the reward costs is considered overage and will need to be collected using your Signature Rewards card.

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Cruise Dollars-Off Rewards

25. Cruise Dollars-Off Rewards must be booked through a Merrill Lynch Travel Advisor by calling 1.800.419.0000. Cruise Dollars-Off Rewards may not be used retroactively or to pay the cost of the cruise deposit. The credit will not be effective until you have tendered final payment. For every 10,000 Points redeemed, a value of \$100 will be applied towards the cruise. \$100-off cruise rewards must be applied in whole amounts and if the \$100 reward is over the cost needed, any remaining amount will not be reimbursed or credited. \$100-off cruise rewards are applied per person not per total to the booking record. Multiple \$100-off cruise rewards may be used. Any amount over the reward cost is considered overage and will need to be collected using your Signature Rewards card. Miscellaneous charges, including, but not limited to, beverages and meals; port charges; taxis and other ground transportation; items of a personal nature (e.g., laundry, dry cleaning, telephone, telefax, internet fees, photographs, medical services, spa services, etc.); excess baggage charges; gratuities; insurance and any other carrier amenities are not eligible for direct

offset with the use of the Cruise Dollars-Off Rewards, unless such charges are included in the cost of the travel arrangements as quoted by the cruise line operator.

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Tour Dollars-Off Rewards

26. Tour Dollars-Off Rewards must be booked through a Merrill Lynch Travel Advisor by calling 1.800.419.0000. Tour Dollars-Off Rewards may not be used retroactively or to pay the cost of the tour deposit. The credit will not be effective until you have tendered final payment. For every 10,000 Points redeemed, a value of \$100 will be applied towards the tour. \$100-off tour rewards must be applied in whole amounts and if the \$100 reward is over the cost needed, any remaining amount will not be reimbursed or credited. \$100-off tour rewards are applied per person not per total to the booking record. Multiple \$100-off tour rewards may be used. Any amount over the reward cost is considered overage and will need to be collected using your Signature Rewards card. Miscellaneous charges, including, but not limited to, beverages and meals; port charges; taxis and other ground transportation; items of a personal nature (e.g., laundry, dry cleaning, telephone, telefax, internet fees, photographs, medical services, spa services, etc.); excess baggage charges; gratuities; insurance and any other carrier amenities are not eligible for direct offset with the use of the Tour Dollars-Off Rewards, unless such charges are included in the cost of the travel arrangements as quoted by the tour operator.

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Travel Statement Credit Rewards

27. All reservations and payments related to statement credit rewards must be made through the Rewards & Benefits Center. Use your Points, and in some instances, Points in combination with the use of the card to obtain hotel stays and car rentals. 5,000 Points = \$50 MDV. For every 5,000 Points you use, you will receive a \$50 credit toward the cost of your travel arrangements. Redeem as many \$50 credits as you choose. For example, if the cost is \$225 and you have 25,000 Points available to redeem, you may use four (4) \$50 credits and pay the remaining \$25 using your card, or you may use five (5) \$50 credits. In the case of the latter, your account will not receive credit of any kind (e.g., monetary credit or Points) for unused Points. Points are redeemable only in increments of 5,000. Advance reservations of at least seven days are required and travel arrangements are subject to availability. Miscellaneous costs are your responsibility. The entire cost of the rental or hotel stay must be paid using your card. The credit will equal the MDV of the Points you have used to obtain the travel arrangements, or the actual cost of the reward, whichever is less. If you do not use the reward, the credit adjustment remains but Points used to obtain the reward are not reinstated.

a) Car Rental Statement Credit Rewards

Rent any size vehicle for any number of days with pickup and return to the same rental location within the United States. Miscellaneous costs are your responsibility. You must meet credit, age and driver requirements in effect at the time and place of rental. Present your card upon arrival and when returning the vehicle. When you return the vehicle the rental agent will charge a debit transaction equal to the dollar value of the complete rental cost to the card. Costs not covered by the reward (e.g., optional charges, including but not limited to refueling, optional/supplementary liability insurance, personal effects coverage and loss damage waiver, drop-off charges, late-return fee, additional driver fee and/or excess mileage fees, or you upgrade the vehicle category) will be included in the debit transaction and are your responsibility. You earn Points for additional costs paid for using your card. If you do not use the reward the credit adjustment remains, but Points used to obtain the reward are not reinstated. Provided all terms are met, the card's supplemental collision damage deductible waiver coverage applies to Car Rental rewards.

b) Hotel Statement Credit Rewards

Hotel rewards are available at participating properties in the United States. No minimum stay required. Present your card upon arrival and when you check out. When you check out, a debit transaction equal to the total dollar value of your room bill will be applied to your card by the hotel. Costs not covered by the reward (e.g., personal charges, food and beverages, additional person(s) and other optional and incidental expenses, or you upgrade the room category) will be included in the debit transaction and are your responsibility. You earn Points for additional costs paid for using your card.

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Gift Certificates, Gift Cards and Travel Vouchers Rewards

28. Issuance of a gift certificate, gift card or travel voucher does not constitute a reservation. For those gift certificates, gift cards or travel vouchers where a reservation is required, such as airline or hotel certificates, the gift certificate, gift card or travel voucher holder is responsible for making all reservations through the participating reward provider. Gift certificates, gift cards or travel vouchers are sent only to street address, not P.O. boxes.

29. All Point redemptions are final. Each merchant has the right to place restrictions on the use of gift certificates, gift cards or travel vouchers, except where prohibited by law. Gift certificates, gift cards or travel vouchers are not replaceable if lost, stolen, destroyed, or expired. Gift certificates, gift cards or travel vouchers are not refundable, exchangeable, or transferable for cash, credit, other rewards or Points under any circumstances. Gift certificates, gift card or travel voucher expiration dates vary by independent retailers. A gift certificate, gift card or travel voucher must be surrendered at the time it is used, and no photocopies or other facsimiles of a gift certificate, gift card or travel voucher will be honored. Each merchant has the right to place restrictions on the use of its gift certificates, gift cards or travel vouchers. Any additional costs, if applicable, for taxes, gratuities, alcoholic and nonalcoholic beverages are left to the discretion of the merchant. The merchant determines the disposition of unused portion(s) of gift certificates, gift cards or travel vouchers.

30. None of the gift certificate, gift card or travel voucher retailers are affiliated with Merrill Lynch; they are not participants, sponsors or co-sponsors of the Program; and are not liable for any alleged or actual claims related to this Program. All gift certificates, gift cards or travel vouchers are subject to the terms and conditions that accompany or are stated on the gift certificates, gift cards, travel vouchers or the retailer's website. All trademarks are property of their respective owners and used with their permission. **In no event shall Merrill Lynch be responsible for a gift certificate's, gift card's travel voucher's loss of value due to the retailer's bankruptcy or other failure to honor such gift certificates, gift cards or travel vouchers.** For more information, call 1.800.206.0000.

American Airlines - Gift cards are redeemable toward the purchase of air travel wholly on American Airlines, American Eagle and American Connection carriers. Gift cards are redeemable online at aa.com or by calling American Airlines Reservations for air travel sold and originating in the U.S., Puerto Rico and U.S. Virgin Islands. Gift cards are not debit or credit cards, and have

no implied warranties. Gift cards will not be replaced if lost, stolen, damaged or destroyed. Up to eight (8) gift cards may be redeemed for each transaction or purchase of air transportation. Gift cards are not returnable or redeemable for cash, check or credit, except where required by law. If the ticket price is greater than the value of the gift card, the difference may be paid with a U.S. credit, debit or charge card. If the ticket price is less than the value of the gift card, the unused portion will remain on the gift card until it is decreased to zero, at which time the gift card will be deactivated. Gift cards cannot be used for add collects, change fees, upgrades, Admirals Club® memberships and other non-flight products and/or services available for sale at aa.com. Gift cards will not be accepted if the card number is invalid, has not been activated or cannot be found within the American Airlines system. American Airlines gift cards are issued by American Airlines Marketing Services LLC ("AAMS"). AAMS reserves the right, and holder or purchaser of a gift card agrees that AAMS may at any time change the terms of the program or contract with another third party to administer the gift card program.

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Hertz – Renter must meet Hertz age, driver and credit qualifications in effect at the time and place of rental. If no redemption limit appears on the face of the voucher, up to three Check Vouchers identified by the same CDP# and IT# can be used on the same rental. See voucher for complete terms and conditions.

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Merchandise Rewards

31. Redeem Points for merchandise from the current printed catalog by calling the Rewards & Benefits Center at 1.800.206.0000 or online at businesscards.ml.com. All redemptions are final. The selection of items and the number of Points needed to obtain the reward may change at any time. Rewards are shipped prepaid. Returns or exchanges are only permitted for damaged or defective rewards. The return or exchange must occur within 10 days of your receipt of reward(s). We will arrange the return and pay the shipping charges for any damaged or defective rewards. Rewards are sent to street addresses, not P.O. boxes. Requests for delivery outside the continental U.S. or expedited delivery, if available, are subject to additional shipping charges. Complete details about shipping, including information about direct shipment from suppliers; large freight items; damaged or incomplete shipment are found by calling the Rewards & Benefits Center.

Products provided under the Program are under full manufacturer's warranty information provided with each product. Room of Choice is a special delivery for TVs 37-inch or larger and other oversize items. Our carrier will contact you directly to arrange a convenient time between 9 a.m. and 5 p.m. Eastern Monday thru Friday. Room of Choice delivery will be specified in the redemption details for any reward that qualifies. Your reward will be uncrated and placed in the room of choice (reasonable access permitting) and the packing material will be removed. Included in the delivery is one flight of stairs, up or down. This service does not include installation of any type. An adult 18 years or older must be present to inspect and sign for delivery. Liability is transferred upon signature of receipt of Room of Choice Delivery.

32. Goods of equal or similar value may be substituted if the item you select is unavailable. Featured good may not necessarily reflect exact colors or models due to printing variation and/or manufacturers' model or style updates or because a photo facsimile

was used for general representation of merchandise rewards such as federal, state or local regulations or minimum age requirements.

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Special Rewards

33. Cardholders may qualify for opportunities to use Points for limited-availability special rewards such as vacation packages and sporting event tickets. Special terms and conditions associated with these rewards will be disclosed when the reward offers are made available. Special terms and conditions may include the reward supplier's usage, cancellation, and refund policies. Points redemption requirements will be based on the dollar value of each of the available rewards.

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Cash Rewards

33. Redeem Points for a variety of cash rewards either by calling 1.800.206.0000 or online at card.ml.com. A cash reward shall be issued for a U.S. dollar sum in the form of an electronic deposit to a checking or savings account of your choice, or a payment to an eligible mortgage loan. The redemption value for Points redeemed for cash rewards deposited into an eligible account at Bank of America ("Eligible Account") may be different than the redemption value for Points redeemed for electronic deposits to another financial institution. Eligible Accounts are determined by us and are currently defined as checking or savings accounts from Bank of America, N.A., or first or second mortgage loans serviced by Bank of America, N.A. or BAC Home Loans Servicing, LP (reverse mortgages are not eligible). Current cash reward values, their respective Points requirements and Eligible Account definitions can be obtained by signing into the Site. Cash reward values may be subject to change.

a) Redemption for an Electronic Deposit into a Checking or Savings Account

If you redeem Points for an electronic deposit to a checking or savings account, the deposit will then be sent by us to the checking or savings account you have indicated within fifteen (15) business days. Electronic deposit redemptions are final once processed. If an electronic deposit is rejected for any reason from the date it was sent to your designated account, the deposit will be considered void and the Points used to obtain the reward will be reinstated to your card.

If your card account is closed before the Points can be reinstated to your account, then the cash reward will be forfeited, except if your card has been reported as lost or stolen, subject to verification. We cannot guarantee that your financial institution will accept an ACH from us on your behalf. If an electronic transfer is refused for any reason, we will notify you via email within fifteen (15) business days of your request at the email address designated by you at the time of redemption.

b) Redemption for Payments on a Mortgage

You may redeem Points for cash rewards in the form of payments on a Bank of America, N.A. or BAC Home Loans Servicing, LP serviced mortgage loan (reversed mortgages are not eligible). Payments will be applied in accordance with the terms of your mortgage loan, and may be rejected in the event your mortgage is not being paid as agreed.

Payments will be sent by us to the mortgage account you have indicated either electronically or by check within three (3) business days of your request. If Bank of America, N.A. or BAC Home Loans Servicing, LP refuses to accept an electronic transfer for any reason, or the check does not clear within ninety (90) days from the date it was issued by us, the payment will be considered void, the Points used to obtain the reward will be reinstated to your card account, and we will notify you at the email address designated by you at the time of redemption.

Questions regarding the accrual of Points and the sending of payments to your mortgage loan will be resolved by us or the issuer. You should continue to make your regular monthly payment even when you select this cash reward option. We are not responsible for: late fees; how the cash reward is applied to your mortgage loan; whether the application of the cash reward incurs any prepayment penalties; and whether the cash reward will be applied to the principal balance on your loan or any outstanding fees, charges or escrow items. **It is your responsibility to ensure that payments made by the issuer toward your mortgage loan on your behalf do not violate the terms of mortgage loan agreement.**

If an adjustment to your Point total for any reason causes you to receive more reward credit to your mortgage account than you were otherwise entitled to, you agree you may owe the value of such excess to us. We have the right to reduce your Points by the excess amount, withhold any subsequent Points and/or reward credits to your mortgage account, and/or collect any amount(s) you owe, in any appropriate manner.

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Charitable Donations

36. Redeem Points for a variety of charitable donations either by calling 1.800.206.0000 or online at card.ml.com. If you elect to have funds directed to a charitable organization please consult your tax advisor as to whether this qualifies as a charitable contribution.

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Other Rewards

37. Reward of Choice (ROC) and cash back are rewards that allow Signature Rewards cardholders to redeem Points for any eligible purchase paid for using the cardholder's Signature Rewards card. Purchases must be made using the Signature Rewards card prior to the redemption. All ROC and cash back redemptions must be initiated by calling the Rewards & Benefits Center at 1.800.206.0000. Merrill Lynch reserves the right to determine the Points redemption value. Points quotes will be provided upon verification of the purchase. Points will be debited from the cardholder's Points balance and a corresponding credit will be posted to the cardholder's WCMA account upon redemption. No returns or refunds for ROC or cash back are allowed.

38. Business account owners may redeem Points for amount up to the total fees and commissions posted to their WCMA account during the current calendar year. Merrill Lynch reserves the right to determine the minimum Points redemption value. Points quotes will be provided upon request. Points debited from the business account owner's Points balance and a corresponding credit will be posted to the Merrill Lynch WCMA account upon redemption. Minimum number of Points for redemption is 10,000. Please consult your tax advisor before redeeming.

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Concierge Service

39. To access the Merrill Lynch Concierge Service, call 1.800.206.0000. This service is available 24 hours a day, 7 days a week. An independent third-party will provide the Concierge Service ("Concierge Provider") and associated upgrades and shall at times refer you to third-party service providers, who are not employees or agents of Merrill Lynch or the Concierge Provider and are solely and exclusively responsible for all matters with respect to their services or products. You acknowledge and agree, for yourself and any person or entity claiming through you, that: (1) the sole and exclusive remedy for any claim, loss, damage, expense, personal injury, death, or other claim resulting or arising from, or related to, the Concierge Service, associated upgrades or the referral of any service provider shall be against the service provider; and (ii) Merrill Lynch and its respective directors, officers, employees, or affiliates make no representation or warranty about the quality of services or products provided by the Concierge Provider. Certain Concierge Service requests may be subject to a fee. Purchases (and fees, if applicable) must be billed to the cardholder's Signature Rewards card.

40. Written requests may be sent to: Beyond Rewards Program, P.O. Box 1531, Pennington, NJ 08534-1531.

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PARTNER BENEFITS

AIRLINES

41. American Airlines

Admirals Club® Memberships

Memberships in the Admirals Club® program are nontransferable, non-refundable and void if sold for cash or other consideration. Memberships will be void where prohibited by applicable law. Memberships are valid one year beginning in the month requested, or if cardholder has a current membership, then one year will be added to current expiration date. If cardholder loses her/his membership card for the Admirals Club® the replacement fee is twenty-five dollars (\$25). The rules and procedures generally applicable to Admirals Club® members shall apply to Program members. Products and services are subject to change without notice. Full terms and conditions of Admirals Club® membership are available for review at aa.com/admiralsclub. Admirals Club® is a registered mark of American Airlines, Inc. American Airlines Admirals Club® membership is open to all persons 18 years of age or older.

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42. British Airways

a) Unlimited Companion Ticket Offer

Offer valid only when requested at the time of booking. Offer valid for new bookings made through December 31, 2010, for travel completed by December 31, 2011. Purchase or redeem Merrill Points for one qualifying full fare, non-restricted round-trip transatlantic ticket to any British Airways destination in First, Club WorldSM (business class) or World Traveller PlusSM (premium economy class) and receive one companion ticket in the same class of service. Cardholders will receive one companion ticket per qualifying purchased or redeemed ticket an unlimited number of times. Tickets can only be booked and ticketed by calling your Merrill Lynch Travel Advisor at 1.800.206.0000. Saturday night stay is required. Tickets must be booked and ticketed by a Merrill Lynch Travel Advisor only. Offer cannot be booked or ticketed by any other source, including British Airways or any other travel agency. Offer available on British Airways Plc mainline flights only. Offer is not available for BA franchise or code-share flights. Travel must originate from U.S., include round-trip transatlantic segments on British Airways and be paid for in U.S. dollars. Offer applies to qualifying published full fares, must be booked in designated classes, and is subject to availability (see grid below). Purchasing passenger must be a Signature Rewards cardholder. Full fare purchasing passenger and companion MUST travel on entire itinerary together with no exceptions. Reservations for both passengers must be booked on the same booking and tickets must be issued at the same time for the same itinerary, class of service and dates. No waitlist permitted. Corporate discounts, consolidator or wholesale fares, online promotions, senior citizen discounts, travel agency discounts, child or infant fares, and any promotional offers do not qualify and cannot be combined with this offer.

Eligible fares are combinable where available. For example, one-way Club World from NYC to London can be combined with one-way First from London to NYC to form a round-trip booking. Tickets must show confirmed reservations (no open segments) for the entire journey and must be purchased prior to start of travel from the U.S. All tickets must be issued as a round-trip journey. Cardholder is responsible for any taxes, fees, charges and surcharges, including airline fuel surcharges on both tickets. Tickets are non-transferable and non-endorsable. No name changes allowed once tickets are issued. Companion ticket has no cash value and the taxes and fees are refundable. Routing and date changes may be allowed, but are subject to purchased fare rules and any additional collections in pricing for the new routing, space availability, and any service charges. Changes must be applied to both tickets simultaneously. In addition to airline service fees, which are paid using your Signature Rewards card, program service charges are redeemed at 5,000 Merrill Points per exchange per ticket/transaction. Refunds are permitted, provided both the purchased ticket and companion ticket are returned together. In addition to any fees imposed by the airline, there is a \$30 fee per ticket per transaction for all such modifications, exchanges or cancellations. Airline tickets are valid for one year from the date of issue. No extensions are permitted. Offer valid only for U.S. residents. Flight interruption policy: If irregular flight operations occur, alternate travel arrangements will be made under British Airways' existing flight interruption policy for both travelers. BA Miles may not be used for redemption or upgrades in conjunction with this offer, but BA Miles may be earned on the purchased ticket. Terms and conditions of the Executive Club apply.

<u>Class of Service</u>	<u>Routing</u>	<u>Fare Type</u>	<u>Inventory Class</u>
First	USA to network	F1US	A
Club World	USA to network except flights to or from London City Airport (LCY)	J1US	D

World Traveller Plus	USA to network	W	E
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b) 15% Off World TravellerSM and World Traveller PlusSM Discount Offer

Offer valid only when requested at the time of booking. Travel must be booked and ticketed on or before December 31, 2010 with all travel completed by December 31, 2011. To qualify for savings, you must make your reservations and purchase your tickets by calling your Merrill Lynch Travel Advisor at 1.800.206.0000. The standard booking fee of \$25 per ticket (\$50 maximum charge for two or more tickets) will apply. For tickets purchased in connection with a Merrill Points redemption ticket, the booking fee is \$15 per ticket (\$30 maximum). Ticket must be paid for using your Signature Rewards card. This offer applies to new U.S. originating reservations for one-way or round-trip travel. Offer is available on British Airways Plc mainline flights only. Offer is not available for BA franchise or code-share flights. This offer may not be combined with any other discount or promotion and does not apply to Merrill Point redemption tickets. No waitlist permitted. All tickets issued must be for a BA-operated flight only. 15% discount applies to selected published fares in World TravellerSM and World Traveller PlusSM. Fares may vary depending on flight availability. Corporate discounts, consolidator or wholesale fares, online promotions, senior citizen discounts, travel agency discounts, child or infant fares, and any promotional offers do not qualify and cannot be combined with this offer. The cardholder is responsible for any taxes, fees, charges and surcharges, including airline fuel surcharges on the ticket. All changes, refunds, or cancellations must be made through your Merrill Lynch Travel Advisor, and airline rules and restrictions may apply. No name changes are allowed once tickets are issued. Valid for U.S. residents and paid for in U.S. dollars. Flight interruption policy: If irregular flight operations occur, alternate travel arrangements will be made under British Airways' existing flight interruption policy for travelers. Terms and conditions of the Executive Club apply. This is a limited time promotion. Merrill Lynch reserves the right to amend or discontinue this special promotion at any time.

c) Merrill Points to BA Miles

Merrill Points may be converted in any increment of 5,000. Flights booked using BA Miles are not eligible to earn frequent flier miles or Merrill Points accrual. Once Merrill Points have been converted to BA Miles, they cannot be refunded back to Merrill Points. Merrill Points converted to BA Miles may not be available for redemption for up to 6 weeks after the date the conversion is made. Signature Rewards cardholders must have a qualifying Executive Club account, and provide the account number at the time of conversion. Merrill Lynch is not responsible for changes to the British Airways Executive Club program or program terms. For the most up to date information on how to enroll in British Airways Executive Club, please visit ba.com. Subject to fees, taxes and surcharges, including airline surcharges. Offer valid through December 31, 2010.

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43. Delta Air Lines

a) 50% off the Purchase of Two Full-Fare Business Class Tickets

Offer valid only when requested at the time of booking. Valid for flights booked by December 31, 2010 with travel completed by March 31, 2011. Tickets must be booked and ticketed by calling your Merrill Lynch Travel Advisor at 1.800.206.0000, using your Signature Rewards card or redeeming Merrill Points.

Qualifying Transatlantic Travel/Japan/Australia Travel: Tickets apply to Business Class "JR" fare tickets, with travel originating in the continental U.S. only. Qualifying originating cities include: BOS-Boston, ORD-Chicago O'Hare, EWR-Newark, LGA-LaGuardia, MDW-Chicago Midway, DFW-Dallas, LAS-Las Vegas, JFK-New York John F. Kennedy, PHL-Philadelphia, SFO-San Francisco, BWI-Baltimore, IAD-Washington Dulles and DCA-Washington National. No DL code-share flights will be allowed on the transatlantic or transpacific flights or within European, Japan or Australian sectors.

Qualifying Western Hemisphere Travel (Mexico/Central America/ Caribbean/ South America Travel): Delta's Western Hemisphere tickets apply to full C, CW, CX, F, J, JW, JX fare tickets booked, with travel originating in the continental U.S. only. Applicable for Mexico/ Caribbean/Central America/South America travel only. Qualifying exit cities include: BOS-Boston, ORD-Chicago O'Hare, EWR-Newark, LGA-LaGuardia, MDW-Chicago Midway, JFK-New York John F. Kennedy, PHL-Philadelphia, BWI-Baltimore, IAD-Washington Dulles and DCA-Washington National. Delta Code Share and "Delta Connection" Flights: Fares and travel are not valid via DL code-share flights operated by American Eagle/CI/CO/CZ/ JM/KE/NW. Fares and travel are valid via flights operated by the "Delta Connection" carriers Atlantic Southeast Airlines, Chautauqua Airlines, Comair, Freedom Airlines, Shuttle America and Skywest. Travel via the Delta Shuttle is permitted. Booking Class is "D" for both tickets and must be available at the time of booking. Cardholder is responsible for any taxes, fees, charges and surcharges, including airline fuel surcharges. Tickets are non-transferable and non-endorsable. No name changes allowed once tickets are issued. For itinerary changes, you must contact your Merrill Lynch Travel Advisor. Routing and date changes may be allowed, but are subject to purchased fare rules and any additional collections in pricing for the new routing, space availability, and any service charges. Changes must be applied to both tickets simultaneously. Corporate discounts, consolidator or wholesale fares, senior citizen discounts, travel agency discounts, child or infant fares, and any promotional offers do not qualify and cannot be combined with this offer. Refunds are permitted, provided both the purchased ticket and companion ticket are returned together. In addition to any fees imposed by the airline, there is a \$30 fee per ticket per transaction for all such modifications, exchanges or cancellations. Both travelers must accompany each other on the same flights, dates and itinerary. Tickets are subject to availability of applicable inventory. All fare rules, terms and conditions for the use of this program are applicable. Booking classes and originating cities are subject to change. In the event of irregular flight operations, Delta Air Lines will adhere to the policies and procedures outlined in the Delta Customer Commitment available on delta.com. Delta SkyMiles may not be used for redemption or upgrades in conjunction with this offer, but Delta SkyMiles may be earned on the purchased ticket. Terms and conditions of Delta SkyMiles will apply.

b) 10% Off Delta Business and First Class Tickets to Domestic Destinations

Offer valid only when requested at the time of booking. Travel must be booked and ticketed on or before December 31, 2010, with all travel completed by March 31, 2011. To qualify for savings, you must make your reservation and purchase your ticket by calling Merrill Lynch Travel Advisor at 1.800.206.0000 and saying "Travel." Ask your Merrill Lynch Travel Advisor for the "Merrill Lynch

Delta Purchase Offer." You must pay for your tickets with your Signature Rewards card. The standard booking fee of \$25 per ticket (\$50 maximum charge for two or more tickets) will apply. The booking fee for tickets purchased as a companion ticket in connection with a Merrill Points redemption ticket is \$15, maximum \$30 charge for two or more tickets. All offline space must be ticketed separately. For itinerary changes, you must contact your Merrill Lynch Travel Advisor. Airline rules and restrictions apply to certain fares. Check with your Merrill Lynch Travel Advisor for more details. Booking fee is nonrefundable. Additional airline terms and restrictions may apply to certain transactions such as refunds, exchanges, and cancellations. Offer applicable to new reservations for one-way or round-trip travel. The discount applies to fares in select booking classes and to certain destinations. This offer may not be combined with any other discount or offer and does not apply to Merrill Point redemption tickets. Discount will not be applied to fuel surcharges or government and airport-imposed taxes, fees or charges. Corporate discounts, consolidator or wholesale fares, senior citizen discounts, travel agency discounts, child or infant fares, and any promotional offers do not qualify and cannot be combined with this offer. In the event of irregular flight operations, Delta Air Lines will adhere to the policies and procedures outlined in the Delta Customer Commitment available on delta.com. Delta SkyMiles may not be used for redemption or upgrades in conjunction with this offer, but Delta SkyMiles may be earned on the purchased ticket. Terms and conditions of Delta SkyMiles will apply. This is a limited-time promotion. Merrill Lynch reserves the right to amend or discontinue this promotion at any time.

c) Save Up to 35% on Delta Shuttle Service

Offer valid only when requested at the time of booking. Valid for flights booked by December 31, 2010 with all travel completed by March 31, 2011. To qualify for savings, you must make your reservations and purchase your ticket by calling your Merrill Lynch Travel Advisor at 1.800.206.0000 and saying "Travel." Ask your Merrill Lynch Travel Advisor for the "Merrill Lynch Delta Shuttle Offer." You must pay for your tickets on your Signature Rewards card. The discount applies to select fares and may vary by booking code. Airline rules and restrictions apply. Additional airline terms and restrictions such as refunds, exchanges, and cancellations may apply. For itinerary changes, you must contact your Merrill Lynch Travel Advisor. The standard booking fee of \$25 per ticket (\$50 maximum charge for two or more tickets) will apply. The booking fee for tickets purchased as a companion ticket in connection with a Merrill Points redemption ticket is \$15, maximum \$30 charge for two or more tickets. Offer applies to new reservations for one-way or round-trip travel. This offer may not be combined with any other discount or offer and does not apply to Merrill Point redemption tickets. The discount applies to published fares in select booking classes and to the Delta Shuttle routes between Boston's Logan Airport and New York's LaGuardia Airport and between Washington D.C.'s Reagan National and New York's LaGuardia Airport. The Shuttle discount is not valid for travel between Boston and Washington D.C. All offline space must be ticketed separately. Corporate discounts, consolidator or wholesale fares, senior citizen discounts, travel agency discounts, child or infant fares, and any promotional offers do not qualify and cannot be combined with this offer. In the event of irregular flight operations, Delta Air Lines will adhere to the policies and procedures outlined in the Delta Customer Commitment available on delta.com. Discount will not be applied to fuel surcharges or government and airport-imposed taxes, fee, or charges. The discount applies to select fares and may vary based on booking code. Restrictions of the purchased fares apply. Delta SkyMiles may not be used for redemption or upgrades in conjunction with this offer, but Delta SkyMiles may be earned on the purchased ticket. Terms and conditions of Delta SkyMiles will apply. This is a limited-time promotion. Merrill Lynch reserves the right to amend or discontinue this special promotion at any time.

d) Delta Sky Club Annual Membership

Offer is valid through December 31, 2010. All Delta Sky Club membership terms, conditions and house rules apply. For the complete Delta Sky Club terms, conditions and house rules, please visit delta.com/skyclub. Delta Sky Club memberships are nontransferable and nonrefundable. You must be at least 21 years of age for Club membership or access. Delta Air Lines reserves the right to revise its Club Terms and Conditions without notice. Delta Sky Club members will not be compensated for changes in locations, rates or policies. Delta Sky Club facilities may be used only in conjunction with same-day ticketed air travel. Delta Sky Club house rules must be observed or membership may be terminated without compensation. Access to partner lounges subject to each partner's rules, terms and conditions. Additional restrictions may apply. To redeem your Merrill Points for a Delta Sky Room Club® membership, call the Rewards & Benefit Center at 1.800.206.0000.

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44. **Marquis JetSM**

a) General

The Merrill Lynch Marquis Jet Card program is available to all Signature Rewards cardholders who have been issued a Signature Rewards card. The Marquis Jet Card program provides access to the NetJets® fleet which is operated by NetJets companies under their respective FAR PART 135 Air Carrier Certificates. Marquis Jet Card Owners acquire a sublease in a pre-paid NetJets fractional aircraft ownership sublease in a pre-paid NetJets fractional aircraft ownership interest. Marquis Jet is an independent company not affiliated with NetJets and through its exclusive U.S. alliance sells the Marquis Jet Card. Terms and conditions of the Marquis Jet Card program are contained in the Marquis Jet Card operating documents which you will be required to execute prior to becoming a Marquis Jet Card Owner.

b) Pay Using Your Signature Rewards card

Cardholders have the option of paying for their Marquis Jet Card using their Signature Rewards card, check or wire transfer. All payments subject to credit availability.

c) Marquis Jet Card Benefits

Offer is valid through December 31, 2010. On the first 25-hour Marquis Jet Card purchased, the cardholder is entitled to a bonus of either one additional complimentary flight hour on the type of aircraft that the cardholder purchases or a complimentary one-way upgrade to the next type of aircraft based on availability and for a non-peak day trip. Cardholders are entitled to these bonuses (flight hour or one-way upgrade) one time only. Once such bonuses have been awarded, the cardholder will no longer be eligible for additional bonuses on new Marquis Jet Card purchases. Cardholders who are currently Marquis Jet Card Owners will receive either of these benefits one time only. The complimentary flight hour cannot be used in combination with the complimentary one-way upgrade promotion. Cardholder must choose between the two benefits. Cardholders must contact Marquis Jet at 1.866.JET.6790 in

order to request this benefit. All Marquis Jet Card program purchases are subject to the terms and conditions of the Marquis Jet Card program. Merrill Lynch reserves the right to extend the eligibility of Marquis Jet Card benefits at any time.

i. Complimentary Flight Hour for 25-Hour Marquis Jet Card Purchase Arranged by Merrill Lynch

Offer is valid for Marquis Jet Cards purchased through December 31, 2010. The complimentary flight hour will only apply to the same type of aircraft purchased by the cardholder. This complimentary flight hour promotion will be offered to a cardholder who calls Marquis Jet at 1.866.JET.6790 (538.6790). This promotional offer applies only to cardholders engaging in an initial 25-hour card purchase. All usual terms and conditions guaranteed by Marquis Jet's terms and conditions, including program insurance, will be extended to the additional complimentary hour, and such complimentary hour will become part of the cardholder's Marquis Jet Card. Complimentary flight hour is non-transferable and non-endorsable. Complimentary flight hour has no cash value. Card prices are applicable to the Marquis Jet North American Program through December 31, 2010. All program flights operated by NetJets companies under their respective FAR Part 135 Air Carrier Certificates. Prices indicated are subject to increase in accordance with the terms and conditions of the documents governing the Marquis Jet Card Program, including monthly fuel variables (for additional information, please visit marquisjet.com/card_pricing_info.asp). The prices represent the minimum prices for 25-occupied hours, before applicable taxes, fees and charges are assessed. Taxes are currently being assessed at the following rates (which are subject to change without further notice): For each flight segment constituting (US) transportation (including flights to or from certain portions of Canada and Mexico), the following taxes and fees may apply: (a) a Federal Excise Tax of 7.5%, (b) a Per Passenger Tax of \$3.70 per flight segment, (c) a Passenger Facility Charge of up to \$4.50 per departure and (d) a September 11 Security Fee of \$2.50 per flight segment. For flight segments in international transportation (i.e., between the United States and a foreign point [other than certain points in Canada and Mexico]), prices listed are all inclusive except for the international departure and arrival tax of \$16.10 per passenger for each flight segment and the \$2.50 September 11 Security Fee per flight segment (departing from the United States). Flight time calculations include a 6-minute taxiing charge of each end, for a total of 12 minutes per flight.

ii. Complimentary One-Way Upgrade for 25-Hour Marquis Jet Card Purchase Arranged by Merrill Lynch

Offer is valid for Marquis Jet Cards purchased through December 31, 2010. This complimentary upgrade promotion will be offered to a cardholder who calls Marquis Jet at (866) JET-6790 (538.6790). Complimentary upgrades are non-transferable and non-endorsable. Complimentary upgrades have no cash value. Upgrade is subject to the following blackout dates in 2010: Jan. 2, Jan. 3, Jan. 4, Feb. 11, Feb. 12, Feb. 15, Feb. 16, Mar. 21, Mar. 28, Apr. 1, Apr. 4, Apr. 5, Nov. 23, Nov. 24, Nov. 28, Nov. 29, Dec. 17, Dec. 18, Dec. 26, and Dec. 27. All dates are subject to change. All Marquis Jet Card program purchases are subject to the terms and conditions of the Marquis Jet program. See marquisjet.com for complete details.

d) Complimentary Ground Transportation

Offer is valid for Marquis Jet Cards purchased through December 31, 2010. On the first 25-Hour Marquis Jet Card purchased, Marquis Jet, through its partnership with Savoya, will provide each cardholder with six (6) hours of complimentary ground transportation (2-hour minimum per trip) anywhere in the continental U.S. There will be a 2-hour minimum charge per trip for "no-show" trips, trips cancelled within 2 hours of scheduled pickup time and trips changed to a later scheduled pickup time within 2 hours of the original pickup time. Cardholders will be covered by Savoya's Insurance terms throughout the complimentary ground transportation hours. This complimentary promotion will be offered to a Signature Rewards cardholder who calls Marquis Jet at (1.866.JET.6790 (538.6790). This offer for complimentary ground transportation is limited to executive sedan service (SUVs, stretch limousines, vans, etc., are not included). Complimentary ground transportation hours are non-transferable and non-endorsable. Complimentary ground transportation hours have no cash value. All new reservations, modifications and cancellations associated with this offer must be made directly with Savoya by calling 1866.4.SAVOYA or 1.866.472.8692.

e) Aviation Consultation

Offer is valid through December 31, 2010. Complimentary private aviation consultations are available to Signature Rewards cardholders who call Marquis Jet at 1.866.JET-6790 (538.6790). Consultations will provide cardholders with a "Needs Analysis" in order to recommend a course of action depending on the particular needs of the cardholder.

f) Redeem Merrill Points for Flight Hours

The selection of NetJets aircraft and the number of Merrill Points required to redeem are valid through December 31, 2010. Merrill Points accrued in the Merrill Lynch Beyond Rewards programs may be redeemed for flights on any of the following aircraft at the corresponding Merrill Points per hour shown:

Aircraft Type	Merrill Points Required/Hour
Citation V Ultra	standard: 344,000
Hawker 400XP	standard: 362,000
Citation Encore+/Encore	standard: 387,000
Citation XLS/Excel	standard: 483,000
Hawker 800XP	standard: 516,000
Citation Sovereign	standard: 605,000
Citation X	standard: 645,000
Gulfstream 200	standard: 724,000
Falcon 2000EX/2000	standard: 827,000
Gulfstream 450/400	standard: 931,000

Redemption of Merrill Points entitles a Signature Rewards cardholder to one hour of flight time on a NetJets aircraft in accordance with table above. Flight time calculations include a 6-minute taxiing charge on each end, for a total of 12 minutes per flight. All flight hours are subject to a fuel surcharge per hour, which is the responsibility of the cardholder and must be paid directly to Marquis Jet using a Signature Rewards card. Redemption Process:

- i. Signature Rewards cardholders are required to call the Rewards & Benefit Center's toll-free number, 1.800.206.0000, to arrange for Merrill Points redemptions, after which the cardholder will be transferred to a Marquis Jet Executive to complete booking arrangements.
- ii. Merrill Lynch will be responsible solely for making Merrill Point redemptions—any booking related matters, such as flight itinerary, must be addressed with Marquis Jet.
- iii. Upon redemption of Merrill Points, cardholders will be required to execute a letter of agreement with Marquis Jet by which a leasehold interest will be assigned to the cardholder, with NetJets approval, corresponding to the redeemed Merrill Points. At that time, if the cardholder needs a larger leasehold interest to accommodate his/her chosen flight itinerary, he/she will be permitted to acquire additional time, provided by NetJets in accordance with above, at the published hourly rate. Such time will become part of the cardholder's assigned leasehold interest.

The requirements listed apply equally to all cardholders, including cardholders already owning a Marquis Jet Card. The cardholder will be required to provide Marquis Jet with their Signature Rewards card information to put on file in case of additional costs incurred with their flight redemption. Cardholders acknowledge and agree that such additional costs incurred by them will be charged to such Signature Rewards card. The cardholder will incur all additional costs resulting from the following:

- i. In-flight delays.
- ii. Redemption of flights originating or terminating outside the continental U.S. may be charged for foreign permits, special permits airspace fees, overflight, immigration, customs, communications, government assessments and ferrying fees.
- iii. Additional catering. (Standard catering is complimentary; anything special can be accommodated but will have a charge.)
- iv. Damage to the aircraft if not treated properly.

Redemption hours are subject to the following blackout dates in 2010: Jan. 2, Jan. 3, Jan. 4, Feb. 11, Feb. 12, Feb. 15, Feb. 16, Mar. 21, Mar 28, Apr. 1, Apr. 4, Apr. 5, Nov. 23, Nov. 24, Nov. 28, Nov. 29, Dec. 17, Dec. 18, Dec. 26, and Dec. 27. All dates are subject to change. Merrill Lynch is not responsible for informing cardholders of changes to the Marquis Jet Card program or related rewards and Merrill Lynch assumes no responsibility for Merrill Points converted from the Beyond Rewards program to flight hours with Marquis Jet, or for the actions or omissions of Marquis Jet, or any Marquis Jet award provider in connection with Marquis Jet or otherwise. Merrill Points redeemed to the Marquis Jet Card may not be returned or refunded once redeemed.

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HOTEL & RESORTS

45. Elite Island and Resorts

Offer only valid when requested at the time of booking. Offer valid for travel completed by December 31, 2010. Discount applies to all room categories at all properties. Offer subject to availability at time of booking. Discount does not apply to Internet or promotional rates. Offer is not combinable with any other offer or promotion. No blackout dates. For the Palm Island Resort, complimentary flight transfer is available on stays of seven nights or longer from Barbados (\$400/per person value). For the Palm Island Resort, round-trip ferry transfer from Union Island is included in all rates—guests are greeted at Union Airport (St. Vincent & the Grenadines) and brought to the Union Ferry dock. For Long Bay Beach Resort & Villas, complimentary ferry service from St. Thomas is included in nightly rates (\$25 round-trip per person value). Minimum stay requirements do apply and will vary by property. See below for minimum stay requirements by property. Stays under the minimum requirement will be charged the full minimum stay. Due to availability and last minute bookings, shorter stays might be available on request and the above policy would be waived.

The Galley Bay Resort & Spa, St. James's Club & Villas and the Verandah Resort & Spa (Antigua)

There is a minimum stay of five consecutive nights for all arrivals. Stays during February 7 – 21, 2010 and December 26 - 31, 2010 require a minimum stay of seven consecutive nights.

The Village Inn & Spa (St. Lucia)

Stays during February 7 – 21, 2010 and December 26 - 31, 2010 require a minimum stay of seven consecutive nights.

The Palm Island Resort (Grenadines)

There is a minimum stay of five consecutive nights for all arrivals. Stays during February 7 – 21, 2010 and December 26 - 31, 2010 require a minimum stay of seven consecutive nights.

Long Bay Beach Resort & Villas (Tortola)

Stays during February 7 – 21, 2010 and December 26 – 31, 2010 require a minimum stay of five consecutive nights.

Nelson Spring Beach Villas and Spa (Nevis)

There is a minimum stay of three consecutive nights for all arrivals. Stays during February 7 – 21, 2010 and December 26 – 31, 2010 require a minimum stay of five consecutive nights.

Settlers' Beach (Barbados)

Stays during December 20, 2010 through January 3, 2011 require a minimum stay of 10 consecutive nights.

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46. Fairmont, Raffles and Swissôtel

Offer valid only when requested at the time of booking. Hotel stay must be completed by December 31, 2010. You must make your reservations through your Merrill Lynch Travel Advisor at 1.800.260.0000 and mention "FAIRMONT RAFFLES SWISSOTEL OFFER." You must pay for your reservation with your Signature Rewards card. The 10% discount and room upgrade offers are not

valid at the following property locations: The Fairmont Empress in Victoria British Columbia, Canada; The Fairmont Vancouver Airport , and The Fairmont Hotel Vancouver in British Columbia, Canada; The Fairmont Olympic Hotel in Seattle Washington; and The Fairmont Waterfront in British Columbia, Canada; and Raffles Beijing, China. The room upgrade is only available at time of check-in and based on availability. The following properties will be offering a \$50 food and beverage credit per room, per stay, in place of the room upgrade: The Fairmont Algonquin in New Brunswick, Canada; Fairmont Tremblant in Quebec, Canada; Fairmont Le Chateau Montebello in Quebec, Canada; and the Fairmont Le Manoir Richelieu in Quebec, Canada. \$50 per stay credit will be applied in the currency of the host hotel, and will be deducted at time of check out. Credit will be applied only if food and beverage purchases are charged to room; includes charges from onsite restaurants, bars, room service and mini bar. The 10% savings does not apply to promotional or Internet fares. Advance reservations required. Applicable to new bookings only. Not combinable with any other existing rate program or promotional offer. Room rates are based on single/double occupancy and are subject to taxes and fees. Offer terms and conditions do not apply to Fairmont, Raffles and Swissôtel one-night stay certificates. See Terms and Conditions for certificate details. Note: the following properties will be taking bookings in January for stays when properties are open: Fairmont Peace Hotel Shanghai and Fairmont Vancouver Pacific Rim (stays begin March 29, 2010), Fairmont Pittsburgh (stays begin March 29, 2010).

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47. Hyatt Hotels International

Offer valid only when requested at the time of booking. Stays must be completed by December 31, 2010 at participating Hyatt hotels and resorts worldwide. All hotel reservations are subject to availability and must be made in advance. Offer is not valid with groups/conventions and may not be combined with other promotional offers or discounts. Offer limited to Signature Rewards cardholders and Signature Rewards card must be used as form of payment. Guest must request offer code MLBR10 at time of reservation. 10% savings is off the Hyatt Daily Rate for standard accommodations. Rate is per room, per night, excluding service charges, taxes and other incidental expenses. Additional guests may be subject to additional hotel charges. Additional charges apply to room-type upgrades. A limited number of rooms are allocated to this promotion. Promotional blackout periods may apply due to seasonal periods or special events, and normal arrival/departure restrictions apply.

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48. KSL Resorts

Offer valid only when requested at the time of booking. Hotel stay must be completed by December 31, 2010 and are subject to availability. You must make your reservation and pay using your Signature Rewards card. Spa voucher will be given to each guest, maximum two per room. The Vail Mountain Lodge and Spa, Beach Village at The Del, and the Hotel del Coronado properties will provide daily spa vouchers per room; not per guest. Complimentary golf offer is not available at Vail Mountain Lodge and Spa, Beach Village at The Del, or Hotel del Coronado. Where applicable, one complimentary round of golf is available for each guest based on double occupancy and per stay. Stay must be completed by December 31, 2010. Valid on room only rates and based on single/double occupancy. Offer is subject to applicable taxes and daily resort charge. A percentage-based or fixed dollar daily resort charge will be added to each room per night. Not combinable with any other existing rate programs, promotional offers, or for group bookings. Prices, program components and availability of offer are subject to change at any time. Promotional offers are not recurring with additional nights booked and are valid only once per stay.

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49. Mandarin Oriental Group

Offer valid only when requested at the time of booking. All stays must be completed by December 31, 2010. Offer only valid when requested at the time of booking. Offer is subject to availability and not valid for group bookings. Offer cannot be used with any other promotions, special offers, privileges or membership benefits. Exclusive VIP benefits vary by hotel. Upgrade availability will vary with location and date of reservation and may not be available on select room categories based on inventory controls. Upgrade is based on availability at check-in and is available from room-to-room or suite-to-suite.

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50. Merrill Lynch International Luxury Hotel Experience

Offer only valid when requested at the time of booking. Offer valid for travel booked and completed by December 31, 2010. Early check-in/late check out and room upgrades are based on availability. Offer not combinable with any other offer or promotion. Rates will differ by hotel. Rates are displayed in U.S. dollars. Rates may be higher for certain holidays, trade fair periods and/or midweek or weekend periods. Rates are subject to change without notice due to currency fluctuation, government taxes, contract amendments or other factors. Hotel rates are per room per night, and include hotel taxes and service charges. Many hotels offer discounted rates for children sharing a room with two full-paying adults. Children under the age of two always stay free when sharing a room with two full-paying adults. A crib may be requested, but availability is not guaranteed and a surcharge, advised at time of confirmation may apply. Discounts for children may vary by hotel, child age, and product, as advised at the time of booking. Hotel rates do not include: additional meals, beverages, room service, porter services, resort fees, telephone and Internet charges, parking, dry cleaning, and all other items or services of a personal nature. Breakfast is not included for a child under two years of age when staying free of charge. The above-mentioned personal expenses are not included in our rates and shall be paid directly to hotels or suppliers by the travelers. Breakfast may be full or continental, depending on the hotel: Note that Continental Breakfast is estimated at \$30 – \$50/person/day and full breakfast is estimated at \$50 – \$60/person/day at international luxury hotels. Maximum of two travelers per room will receive complimentary breakfast. Vouchers for city tours and breakfast will be provided via email prior to departure. Blackout dates and minimum stay requirements will vary by hotel. Minimum of two nights must be booked to receive complimentary sightseeing tour. Full payment is due no later than 5 pm EST, 30 business days prior to U.S. departure date, unless otherwise indicated on the confirmation, which also serves as the booking invoice. Reservations will be canceled and space released (space cannot be reinstated) if deposit and/or full payment are not received by the due date indicated on the confirmation. Bookings made within 14 days of U.S. departure date require immediate and full payment at the time of booking. Additional charges stemming from amendments made to any booking within 14 days of U.S. departure date also require immediate and full payment at the time of amendment. Bookings created 15 – 40 days prior to U.S. departure date require full payment due no later than 5 pm EST, two business days from receipt of confirmation. Bookings created 41 days or more prior to U.S. departure date require a

deposit of \$100 per passenger and is due no later than 5 pm EST, five business days from receipt of confirmation. Full Payment is due 30 business days prior to U.S. departure date. Offer subject to change without notice.

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51. Resorts in the Caribbean

Curtain Bluff - Offer valid only when requested at time of booking and is subject to availability. Offer valid for travel booked and completed by December 31, 2010. Offer may apply to rates found on the Curtain Bluff website and also through their phone reservations. Blackout dates are December 22, 2010 – January 3, 2011. No minimum stay requirements. Resort will be closed from July 31 – October 31, 2010. Offer subject to change without notice. Rates are in U.S. Currency, and include lodging, three meals daily, bar drinks, afternoon tea, hors d'oeuvres at cocktail time, a weekly beach party luncheon, and nightly entertainment, fishing, water skiing, scuba/snorkeling excursions and other amenities. All inclusions are subject to change. Ask your Concierge for a complete list of inclusions at the time of booking.

Hermitage Bay - Offer only valid when requested at the time of booking. Offer valid for travel completed by December 31, 2010. Discount applies to all room categories and subject to availability at time of booking. Discount does not apply to Internet or promotional rates. Offer may not be combined with any other offers or promotions. No blackout dates. Offer subject to change without notice. Picnic lunch experience: includes all food and French Champagne. Maximum number of two guests for the experience. Guests will be transported via boat and dropped off at the beach for a private picnic and can choose the length of stay, between the hours of 11 am and 6 pm, any day of the week. The picnic lunch experience is based on availability and may be scheduled upon booking or upon check-in.

Ladera - Offer valid only when requested at time of booking and is subject to availability. Offer valid for travel booked and completed by December 31, 2010. Early check-in and late check out are subject to availability. Not valid on group bookings. Offer does not apply to Internet and promotional rates. Maximum of two guests per room will receive complimentary continental breakfast. Cancellation policy is as follows: Two nights penalty if a reservation is canceled within 21 days of arrival for reservations commencing Jan. 5 – Apr. 4, 2010 and two nights penalty if a reservation is canceled within 2 days of arrival for reservations commencing Apr. 5 – Dec. 20, 2010. In-room Internet access includes DSL and wireless options.

Rio Mar Beach Resort & Spa - Offer valid only when requested at time of booking. Stay must be completed by December 31, 2010. Offer may not be combined with other promotions or special offers. Does not apply to Internet or special promotional rates. The VIP Value Discount Card provides an additional 25% discount on the following select services: daily cabana rentals, golf tee times, tennis court rentals, spa treatments, any non-motorized water sports, and second tour with one regular priced tour. Offer not applicable to prior reservations, groups or conventions. Blackout dates and other restrictions may apply based on capacity. Rates are based on double occupancy. Additional person charge: \$40 (USD) per adult. Children under 16 stay free in the same room as their parents. Maximum number of guests allowed in room is four persons. Taxes and gratuity not included. Up to two full breakfasts per room. Room upgrade to next highest room category based on availability. Offer subject to change without notice.

The Somerset on Grace Bay = Offer valid only when requested at time of booking and is subject to availability. Stay must be completed by December 31, 2010. Early check-in and late check out is subject to availability. Not valid on group bookings. Offer not valid on Internet or promotional rates. Maximum of two guests per room will receive complimentary deluxe continental breakfast. Cancellation policy is as follows: Three nights penalty within 21 days for Jan. 3 – Apr. 9, 2010, and within 7 days for Apr. 10 – Dec. 17, 2010. Blackout dates: January 1 – 2, March 6 – 13, November 20 – 28 and December 18 – 31, 2010. In-room Internet access includes DSL and wireless options. Unlimited non-motorized water sports offered for the entire length of the stay and for all room guests who are aged 12 and over. Non-motorized sports covered by this offer include: snorkeling, hobie cats and kayaks.

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52. Ritz-Carlton Hotels

Offer valid only when requested at the time of booking. All stays must be completed by December 31, 2010. You must make your reservation and pay using your Signature Rewards card. Offer is subject to change and cannot be combined with any other offers or promotions, special offers or certificates. Room upgrade availability will vary with location and date of reservation and will be confirmed at time of check-in. The amenity included will vary by participating property. Advanced reservations are required; rates do not apply to groups. Rates listed are per room, per night, double occupancy, and do not include taxes, gratuities, and other charges unless otherwise noted. Room upgrade is based on availability at check-in.

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TRAVEL PACKAGES

53. World Experiences

a) 7-Night Enchanting Hawaii, 12-Night South Pacific Sampler, 7-Night Classical Greece and 10-Night Best of Italy and France Experiences

Offer only valid when requested at the time of booking. Offer valid for travel booked by December 31, 2010. Tours operated by Globus. Your land only prices do not include: Airfare to the tour departure point and from the tour ending point; Federal inspection fees for the Federal U.S. Customs and Immigrations; International Air Transportation tax; agricultural tax; other per person taxes imposed by government entities; port taxes; passports; visas and vaccinations; tips to your Tour or Cruise Director, Local Host, driver, Local Guides, and/or ships' crew; gratuities on ferries, trains, and cruise ships; laundry; telephone; minibar; alcohol, beverages, and food outside of the contracted menu as presented at a hotel or restaurant (these extra items will be billed to you

before leaving the hotel, ship, or restaurant); optional excursions; airport transfers on non-qualifying flights; portage at airports and train stations; Travel Protection premiums; excess baggage fees; and all other items of a personal nature. For the Classical Greece Experience, Airport transfers are available for purchase up to five days prior to departure—\$25 for one-way or \$50 for round trip (brochure dates only)—when vacation is booked as land-only.

b) 7-Night Castles and Kings London & Paris Experience

Offer only valid when requested at the time of booking. Valid for travel booked by December 31, 2010. Tour operated by Tauck Tours. Offer subject to change without notice. May not be combined with any other offer. No blackout dates. No length of stay or tour cost minimums. Tour prices are per person in U.S. dollars. All hotel accommodations, motor coach transportation, first-class accommodations on the Eurostar train from Florence to Venice, special dinners, sightseeing, admissions, luggage handling and the services of the Tauck Director, local drivers and guides are included. Airfare to the tour departure point and from the tour ending point is not included. Airfare may be purchased from Tauck for travel originating in the United States. Experience is conducted by a Tauck Director who remains with the group throughout the duration of the tour. Your Tauck Director is a professional, fully-trained employee of Tauck. Children 11 years of age and younger may receive a discount on the tour price. To qualify for a child discount, the child's birth date must be provided at time of booking. No child discount is offered on the Tauck Travel Protection plans. A representative of Tauck will meet you at London Heathrow Airport and provide transportation to the Langham Hotel, London, regardless of the date or time of your arrival, provided you have furnished us with accurate flight arrival information at least two weeks prior to the start of the tour. Arrangements may also be made for Tauck to provide you with transportation from London Gatwick Airport to the Langham Hotel, London for an additional fee of \$25.00 USD per person. Tauck will also provide transportation from The Westin Paris to the Paris Charles de Gaulle Airport on the day of your departure.

Hotel Accommodations

The tour price includes all hotel accommodations with private baths. Two-bedded rooms are reserved in most hotels. Triples are two-bedded rooms with a rollaway cot or sofa bed where available. Adjacent, adjoining and connecting rooms are available by request only and cannot be guaranteed. Quadruple accommodations are not available for four persons 18 years of age and older rooming together. For safety and security purposes, children under 18 years of age must be booked into a room with at least one accompanying adult.

Gratuities Included

All necessary gratuities for restaurant and hotel staff and local guides are included.

Hotel Rooms Before and After Tours

To avoid jet lag and possible flight delays, you may wish to make hotel arrangements for the nights preceding or following your tour. As a service, Tauck will book additional nights for you on a space-available basis using special rates only available through Tauck. Hotel room charges will be added to the tour cost. If you wish to spend additional nights, please consult your Concierge to extend the journey.

Luggage Responsibility

Although every effort is made to handle your luggage carefully, we cannot be responsible, assume liability or accept claims for loss or damage to luggage and personal effects due to breakage, theft, or fair wear and tear through hotel, airline and group carrier handling. It is important for your own self-interest and protection that you make certain you have adequate insurance to cover these eventualities.

Personal Expenses

Phone calls, room service, alcoholic and bar beverages, laundry, airline excess luggage charges, vaccinations, visa fees and services, individual airport transfers and other optional or incidental extras are not included and may be significant.

c) 6-Night Irish Heritage Experience

Offer only valid when requested at the time of booking. Offer valid for travel booked and completed by December 31, 2010. Tour operated by CIE Tours. This offer is valid for new bookings only and not valid for group travel or with any other promotion. Maximum of \$300 per room discount. Experience prices are per person in U.S. dollars. All accommodations, entertainment, meals as indicated, motor coach travel, sightseeing, portage for one suitcase, admissions and services of the CIE Tour Director are included. Prices do not include airfare to the tour departure point and from the tour ending point, along with additional personal expenses. This promotion may be revised at any time.

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OTHER BENEFITS

54. Blue Nile

Offer expires at 3 PM EST, December 31, 2010. To receive the Merrill Lynch discount, your purchase must be charged in full to your Signature Rewards Card. Offer cannot be combined with any other offer or promotion. When you use Blue Nile's Build Your Own Diamond Jewelry™ feature, offer applies only to the setting for a ring, earring, or pendant. Offer is not valid for any loose diamonds, pre-set engagement rings or watches. Offer not valid for any gift certificate or polishing cloth purchase. The specific code, MERRILLB09, must be entered in cart or mentioned over phone at time of purchase. Offer cannot be applied retroactively and applies to U.S. customers only. Void where prohibited.

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55. Broadway.com

Tickets and packages must be purchased with your Signature Rewards card and booked through the broadway.com/ml or by calling 1.800.834.8457 Monday through Friday 9 am – 6 pm EST or Saturdays from 10 am – 6 pm EST. Cancellation insurance entitles you to a full refund of the ticket cost and service fee (less the insurance cost), provided that we receive your tickets in our

office by 4 pm EST two (2) business days (this excludes all Federal Holidays, Saturdays and Sundays) prior to the actual performance date. For cancellations, Broadway.com must be notified by phone or e-mail by 4 pm EST within two business days of your performance date. If you have the tickets in your possession, they must be returned to us via overnight courier, certified mail or in person at the following address: Broadway.com, Attn: Customer Service, 729 7th Avenue, 6th Floor, New York, NY 10019. You must include the order reference number, your daytime phone number and complete mailing address, along with the tickets.

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56. Dell

Offers valid through December 31, 2010. U.S. Terms and Conditions of Sale – Direct (Applies to all direct purchases-by internet, phone, or Dell Direct Store). **THESE TERMS AND CONDITIONS ARE CURRENT AS OF DECEMBER 28, 2009 AND ARE SUBJECT TO CHANGE. PLEASE LOG-ON TO DELL.COM/TERMS FOR THE MOST UP-TO-DATE TERMS AND CONDITIONS. PLEASE READ THE FOLLOWING TERMS & CONDITIONS CAREFULLY. IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. THESE TERMS & CONDITIONS CONTAIN A DISPUTE RESOLUTION CLAUSE.** These terms and conditions ("Agreement") apply to your purchase of products and/or services and support ("Product") sold in the United States by Dell, including its affiliates or subsidiaries. By accepting delivery of the Product, you accept and are bound to the terms and conditions of this Agreement. If you do not wish to be bound by this Agreement, you must notify Dell and return your purchase pursuant to Dell's Return Policy. See: dell.com/policy/legal/warranty.htm THIS AGREEMENT SHALL APPLY UNLESS (I) YOU HAVE A SEPARATE PURCHASE AGREEMENT WITH DELL, IN WHICH CASE THE SEPARATE AGREEMENT SHALL GOVERN; OR (II) OTHER DELL TERMS AND CONDITIONS APPLY TO THE TRANSACTION.

1. **Other Documents.** This Agreement may NOT be altered, supplemented, or amended by the use of any other document(s) unless otherwise agreed to in a written agreement signed by both you and Dell. If you do not receive an invoice or acknowledgement in the mail, via e-mail, or with your Product, information about your purchase may be obtained at support.dell.com/dellcare/invoice.aspx or by contacting your sales representative.

2. **Payment Terms; Orders; Quotes; Interest.** Terms of payment are within Dell's sole discretion, and unless otherwise agreed to by Dell, payment must be received by Dell prior to Dell's acceptance of an order. Payment for the products will be made by Signature Rewards card. Your order is subject to cancellation by Dell, in Dell's sole discretion. Unless you and Dell have agreed to a different discount, Dell's standard pricing policy for Dell-branded systems, which include both hardware and services in one discounted price, allocates the discount off list price applicable to the service portion of the system to be equal to the overall calculated percentage discount off list price on the entire system. Dell is not responsible for pricing, typographical, or other errors in any offer by Dell and reserves the right to cancel any orders resulting from such errors.

3. **Shipping Charges; Taxes; Title; Risk of Loss.** Shipping and handling are additional unless otherwise expressly indicated at the time of sale. Title to products passes from Dell to Customer on shipment from Dell's facility. Loss or damage that occurs during shipping by a carrier selected by Dell is Dell's responsibility. Loss or damage that occurs during shipping by a carrier selected by purchaser is purchaser's responsibility. You must notify Dell within 21 days of the date of your purchase acknowledgement if you believe any part of your purchase is missing, wrong or damaged. Unless purchaser provides Dell with a valid and correct tax exemption certificate applicable to purchase of Product and the Product ship-to location, purchaser is responsible for sales and other taxes associated with the order. Shipping dates are estimates only.

4. **Warranties.** THE LIMITED WARRANTIES APPLICABLE TO DELL-BRANDED HARDWARE PRODUCT CAN BE FOUND AT dell.com/policy/legal/warranty.htm OR IN THE DOCUMENTATION DELL PROVIDES WITH DELL-BRANDED PRODUCT. DELL MAKES NO WARRANTIES FOR SERVICE, SOFTWARE, OR NON-DELL BRANDED PRODUCT, SERVICE, MAINTENANCE OR SUPPORT. SUCH PRODUCT, SOFTWARE, SERVICE, MAINTENANCE OR SUPPORT IS PROVIDED BY DELL "AS IS" AND ANY THIRD-PARTY WARRANTIES, SERVICES, MAINTENANCE AND SUPPORT ARE PROVIDED BY THE ORIGINAL MANUFACTURER OR SUPPLIER, NOT BY DELL. DELL MAKES NO EXPRESS WARRANTIES EXCEPT THOSE STATED IN DELL'S APPLICABLE DELL-BRANDED WARRANTY OR SERVICE DESCRIPTION IN EFFECT ON THE DATE OF THE INVOICE, PACKING SLIP OR ACKNOWLEDGEMENT. DELL-BRANDED WARRANTIES AND SERVICES ARE EFFECTIVE ON PAYMENT IN FULL, AND DELL IS NOT OBLIGATED TO HONOR ANY WARRANTY OR PROVIDE SERVICE UNTIL DELL RECEIVES PAYMENT IN FULL. DELL MAY REQUEST CANCELLATION OF THIRD-PARTY BRANDED SOFTWARE LICENSES, SERVICES, MAINTENANCE OR SUPPORT IF DELL DOES NOT RECEIVE PAYMENT. IF YOU PURCHASE THIRD-PARTY BRANDED PRODUCT, SERVICES, MAINTENANCE, OR SUPPORT ADDITIONAL THIRD-PARTY TERMS AND CONDITIONS MAY APPLY.

5. **Software.** All software is provided subject to a license agreement and purchaser agrees to be bound by such license agreement in addition to these terms. Title to software remains with the applicable licensor(s).

6. **Return Policies; Exchanges.** Dell's return policy can be found at dell.com/policy/legal/warranty.htm and purchaser agrees to those terms. Purchaser must contact us directly before you attempt to return Product to obtain a Return Material Authorization Number to be included with return. Purchaser must return Product to us in its original or equivalent packaging. Purchaser is responsible for risk of loss, shipping and handling fees for returning or exchanging Product. Additional fees may apply. If Purchaser fails to follow the return or exchange instructions and policies provided by Dell, Dell is not responsible for Product that is lost, damaged, modified or otherwise processed for disposal or resale. At Dell's discretion, credit for partial returns may be less than invoice or individual component prices due to bundled or promotional pricing.

7. **Changed or Discontinued Product.** Dell's policy is one of ongoing update and revision. Dell may revise and discontinue Product at any time without notice to you and this may affect information saved in Purchaser's online "cart." Dell will ship Product that has the functionality and performance of the Product ordered, but changes between what is shipped and what is described in a specification sheet or catalog are possible. Parts used in repairing or servicing Product may be new, equivalent-to-new, or reconditioned.

8. **Service and Support.** Service offerings may vary from Product to Product. In addition to these terms and conditions, Dell and/or Purchaser's third-party service provider may provide such service and support to you in the United States in accordance with the term and conditions located at dell.com/service/contracts or as otherwise delivered to Purchaser. Dell and/or your third-party service provider may in their discretion revise their general and optional service and support programs and the terms and conditions that govern them without prior notice to Purchaser. Dell has no obligation to provide service or support until Dell has received full payment for the Product or service/support contract purchased. Dell is not obligated to provide third-party branded service or support, or service or support for any products or services that Purchaser has purchased through a third-party and not Dell. **It is**

Purchaser's responsibility to backup all existing data, software, and programs before receiving services or support (including telephone support). Dell and/or Purchaser's third-party service provider will have no liability for loss or recovery of data, programs or loss of use of system(s) arising out of the services or support or any act or omission, including negligence, by Dell or your third-party service provider. Dell and/or Purchaser's third-party service provider is not permitted by law to copy pirated or copyrighted materials or to copy or handle illegal data. Prior to Dell and/or Purchaser's third-party service provider providing service or support, Purchaser represents that Purchaser's system(s) does not contain illegal files or data. Purchaser also represents that Purchaser owns the copyright or has a license to make copies to all files on Purchaser's system and does not have any data that would cause Dell to be liable for copyright infringement if those files were copied by Dell and/or Purchaser's third-party service provider.

9. **Limitation of Liability.** DELL DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR PRODUCT NOT BEING AVAILABLE FOR USE, LOST PROFITS, LOSS OF BUSINESS OR FOR LOST OR CORRUPTED DATA OR SOFTWARE, OR THE PROVISION OF SERVICES AND SUPPORT. EXCEPT AS EXPRESSLY PROVIDED HEREIN, DELL WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. YOU AGREE THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCT, DELL IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AMOUNT INVOICED FOR THE APPLICABLE PRODUCT. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE REMEDIES SET FORTH IN THIS AGREEMENT SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

10. **Not For Resale or Export.** Purchaser agrees to comply with all applicable laws and regulations of the various states and of the United States. Purchaser agrees and represents that Purchaser is buying for Purchaser's internal use only and not for resale or export. Dell has separate terms and conditions governing resale of Product by third parties and transactions outside the United States. Terms and conditions for resale are located at: dell.com/policy/legal/termsofsale.htm.

11. **Governing Law.** **THE PARTIES AGREE THAT THIS AGREEMENT, ANY SALES THERE UNDER, OR ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND DELL arising from or relating to this agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this agreement, Dell's advertising, or any related purchase SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAW.**

12. **Binding Arbitration.** ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND DELL, its agents, employees, principals, successors, assigns, affiliates (collectively for purposes of this paragraph, "Dell") arising from or relating to this Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement), Dell's advertising, or any related purchase SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM (NAF) under its Code of Procedure then in effect (available via the Internet at arb-forum.com, or via telephone at 1.800.474.2371). In the event of any inconsistency or conflict between NAF Code of Procedure and this Agreement, this Agreement shall control. The arbitration will be limited solely to the dispute or controversy between customer and Dell. NEITHER CUSTOMER NOR DELL SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS, OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The individual (non-class) nature of this dispute provision goes to the essence of the parties' arbitration agreement, and if found unenforceable, the entire arbitration provision shall not be enforced. This transaction involves interstate commerce, and this provision shall be governed by the Federal Arbitration Act 9 U.S.C. sec. 1-16 (FAA). Any award of the arbitrator(s) shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction. Dell will be responsible for paying any individual customer arbitration fees. If any customer prevails on any claim that affords the prevailing party attorneys' fees, or if there is a written agreement providing for fees, the Arbitrator may award reasonable fees to the prevailing party, under the standards for fee shifting provided by law. Otherwise, each party shall pay for its own costs and attorneys' fees, if any. Information may be obtained and claims may be filed with the NAF at P.O. Box 50191, Minneapolis, MN 55405.

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57. From You Flowers

Offer valid through December 31, 2010. For gift baskets containing alcohol, the recipient must be over the age of 21. To receive the exclusive discount your purchase must be charged in full to your Signature Rewards card. Offer cannot be combined with any other offer or promotion. Order as often as you like. Savings does not apply to shipping and handling. For same day deliveries, you must place orders by 3 pm in the recipient's time zone. Visit FromYouFlowers.com/mer for complete details and restrictions.

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58. Luggage Forward

Signature Rewards card must be used as form of payment. Cannot be combined with any other offer or promotion. Offer valid through December 31, 2010. To obtain promotion code, call 1.800.206.0000 and say "Shopping." Luggage Forward reserves the right to reject any booking when, in the judgment of Luggage Forward, the service ordered may not comply with Luggage Forward's Terms of Service.

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INSURANCE AND TRAVEL SERVICES

59. AUTOMATIC COMMON CARRIER TRAVEL ACCIDENT DEATH AND DISMEMBERMENT INSURANCE, up to \$1,000,000

Summary of \$1,000,000 Worldwide Automatic Common Carrier Travel Accident Insurance Coverage

Notice for Florida Residents only: The benefits of the policy providing your coverage are governed primarily by the law of a state other than Florida.

What does the program provide?

As a covered cardholder*, you, your spouse and your dependent children and any authorized users of the account ("Insured Person(s)"), will be automatically insured against an accidental Injury that is the sole cause of loss of life, limb, sight, speech or hearing while riding as a passenger in, entering or exiting any Common Carrier, provided the entire cost of the Common Carrier passenger fare(s), less redeemable certificates, vouchers or coupons, was paid for using your card.

"Common Carrier" means any licensed land, water or air conveyance operated by those whose occupation or business is the transportation of persons for hire.

If the entire cost of the Common Carrier passenger fare is charged to your covered card account, coverage is provided: 1) while at the airport, terminal or station immediately preceding departure of the Common Carrier; 2) while riding as a passenger in, entering or exiting the Common Carrier; 3) while at the airport, terminal or station of your destination immediately following arrival of the Common Carrier; and 4) while traveling on a Public Conveyance directly from the airport, terminal or station immediately following arrival of the Common Carrier. In addition, if the entire cost of the fare has been paid for using your card prior to your departure for the airport, terminal or station, coverage is also provided while riding as a passenger in, entering or exiting any Public Conveyance, but only while traveling directly to the airport, terminal or station, immediately preceding departure of the Common Carrier.

"Public Conveyance" means any land only Common Carrier, including taxi, bus, train or airport limousine, but not including courtesy transportation provided without a specific charge.

Coverage ends on the following: 1) when you alight from any Public Conveyance after departing from the airport, terminal or station immediately after arrival on the Common Carrier if you travel from the airport, terminal or station on a Public Conveyance; or 2) when you depart from the airport, terminal, or station immediately after arrival on the Common Carrier if you travel from the airport, terminal or station using other transportation than a Public Conveyance.

Who is eligible for Travel Accident Insurance?

This Common Carrier travel accident insurance coverage is provided to you, a covered cardholder automatically when the entire cost of the Common Carrier passenger fare(s) is paid for using a covered card while this insurance is effective. It is not necessary for you to notify **Merrill Lynch**, the Program Administrator, or the Company when Common Carrier tickets are purchased.

What is the cost?

This travel insurance program is provided at no additional cost to covered cardholders.

Who is the beneficiary?

The loss of life benefit is paid to the beneficiary designated by the Insured Person. If no such designation has been made, or if no beneficiary is living on the date of the Insured Person's death, that benefit will be paid to the first surviving beneficiary in the following order: a) the Insured Person's spouse; b) the Insured Person's children; c) the Insured Person's parents; d) the Insured Person's brothers and sisters; or e) the Insured Person's estate. All other indemnities will be paid to the Insured Person. If you desire a specific beneficiary other than as designated above, notify the Program Administrator, at the address below. The beneficiary designation supersedes any previous notification you may have made.

What are the benefits?

The full Benefit Amount of \$1,000,000 is payable for accidental loss of life, two hands or two feet, sight of both eyes, one hand or one foot and sight of one eye, speech and hearing in both ears or any combination thereof. "Injury" means bodily injury resulting directly and independently of all other causes from an accident which occurs while the Insured Person is covered under the Policy¹. One half of the Benefit Amount is payable for accidental loss of: one hand, one foot, sight of one eye, speech or hearing in both ears. One quarter of the Benefit Amount is payable for the accidental loss of the thumb and index finger of the same hand. "Loss" means, with respect to a hand, complete severance through or above the metacarpophalangeal knuckle joints of at least four fingers on the same hand, with respect to thumb and index finger, complete severance through or above the metacarpophalangeal knuckle joints of both fingers on the same hand, with respect to a foot, complete severance through or above the ankle joint, with respect to eye, total and irrecoverable loss of the entire sight in that eye, with respect to hearing in an ear, total and irrecoverable loss of the entire ability to hear in that ear, with respect to speech, total and irrecoverable loss of the entire ability to speak. The Company will consider it a loss of hand or foot or thumb and index finger of the same hand even if they are later reattached. "Benefit Amount" means the maximum amount applicable at the time the entire cost of the passenger fare is paid for using the covered card. The loss must occur within one year of the accident that caused the Injury². If the Insured Person has multiple losses as the result of one accident, the Company will pay the single largest Benefit applicable to the losses incurred. In no event will duplicate request forms or multiple cards obligate the Company in excess of the stated Benefit Amounts for any one loss sustained by any one individual Insured Person as the result of any one accident. In the event of multiple losses arising from any one accident per covered card account, the Company's liability for all such losses will be subject to an aggregate limit equal to twice the Benefit Amount for loss of life. Benefits will be paid to each Insured Person on a proportionate basis up to this covered card account aggregate limit of liability.

Note: Maximum benefits for any one single accident are limited to a \$35,000,000 aggregate for all Insured Persons of Merrill Lynch combined. Benefits will be paid to each Insured Person on a proportionate basis up to this aggregate limit of liability.

What are the exclusions?

¹ For Illinois & Vermont residents, the definition of Injury will read: "Injury" means bodily injury resulting directly from an accident which occurs while the Insured Person is covered under the Policy.

² For Pennsylvania residents, the one year time frame does not apply to Accidental Death.

This insurance does not cover any loss caused by or resulting from intentionally self-inflicted Injury; suicide or attempted suicide, whether sane or insane³; war or act of war, declared or not; Injury sustained while riding on any aircraft except a Civil or Public Aircraft or Military Transport Aircraft; Injury sustained while riding on any aircraft a) as a pilot, crewmember or student pilot or b) as a flight instructor or examiner; or sickness or disease.

What are the effective and termination dates?

Your insurance under this program is effective on the later of: 1) November 1, 2010; or 2) the date you become an eligible person. Your insurance under this program will cease on the earliest of: 1) the date the insurance policy is terminated; 2) the date your covered card account ceases to be in good standing; or 3) the date you cease to be an eligible Cardholder. Your spouse, dependent children and any authorized users' insurance under this program is effective on the later of: 1) the date your insurance begins; or 2) the date the person becomes eligible. Your spouse, dependent children and any authorized users' insurance under this program ends on the earlier of: 1) the date your insurance under this program ceases; or 2) the date the person is no longer eligible.

How do I file a claim for benefits?

To file a claim under this program, simply call the Program Administrator toll free at 1.800.678.0768, Monday through Friday, 8 a.m. - 9 p.m. Eastern, or write to the Program Administrator: Cardwell Agency, P.O. Box 6175 Westerville, OH 43086-6175. The Program Administrator will provide you with instructions and forms for filing proof of loss. If such forms are not sent within fifteen (15) days after the giving of notice, the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time fixed in the Policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made. Written proof of loss must be given to the Company within ninety (90) days after the occurrence of any covered loss, or as soon thereafter as is reasonably possible.

Time of Payment of Claims: Benefits payable under the Policy will be paid immediately upon the Company's receipt of due written proof of the loss.

Physical Examination and Autopsy: The Company at its own expense has the right and opportunity to examine the person of any individual whose loss is the basis of claim under the Policy when and as often as it may reasonably require during the pendency of the claim and to make an autopsy in case of death where it is not forbidden by law.⁴

Legal Actions: No action at law or in equity may be brought to recover on the Policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of the Policy. No such action may be brought after the expiration of three years after the time written proof of loss is required to be furnished.⁵ Please read this Description of Coverage and keep it in a safe place with your other insurance documents.

This Description of Coverage is not a contract of insurance but is simply an informative statement to each eligible Cardholder of the principal provisions of the insurance. Complete provisions pertaining to this program of insurance are contained in Policy Number 9110568 issued and underwritten by National Union Fire Insurance Company of Pittsburgh, Pa. (the "Company"), with offices in New York, NY. If a conflict exists between a statement in this Description of Coverage and any provisions in the Policy, the Policy will govern.

If you have any questions regarding this Common Carrier Travel Accident Insurance program, call toll-free: 1.800.678.0768, Monday through Friday, 8 a.m. – 9 p.m. Eastern.

Note: This Description of Coverage replaces any and all Descriptions of Coverage previously issued with respect to the insurance described herein.

* **"Cardholder"** means an individual who has been issued a debit card by Bank of America, N.A. Other eligible persons include a Cardholder's respective legal spouse; children who are primarily dependent on the Cardholder for maintenance and support and who are under the age of 19, or up to age 25 if classified as a full-time student at an institution of higher learning; and authorized users (any person who is authorized by the Cardholder and registered with Bank of America, N.A. to use the Cardholder's account).

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60. EMERGENCY EVACUATION AND REPATRIATION OF REMAINS

This insurance coverage is available to Bank of America and Merrill Lynch Cardholders, their Eligible Spouses and Eligible Dependent Children while on a covered Trip. The combined maximum benefit amount is \$50,000.

What does the program provide?

The Company will pay for Covered Emergency Evacuation Expenses reasonably incurred if the Insured suffers an Injury or Emergency Sickness that warrants his or her Emergency Evacuation.

The Physician ordering the Emergency Evacuation must certify that the severity of the Insured's Injury or Emergency Sickness warrants his or her Emergency Evacuation. All Transportation arrangements must be by the most direct and economical conveyance and route as possible.

Covered Emergency Evacuation Expense(s) is an expense that: (1) is charged for a Medically Necessary Emergency Evacuation Service; (2) does not exceed the usual level of charges for similar Transportation, treatment, services or supplies in the locality where the expense is incurred; and (3) does not include charges that would not have been made if no insurance existed.

³ For Missouri residents, Exclusion 2 will read: suicide or attempted suicide, while sane.

⁴ For South Carolina residents, Physical Examination and Autopsy shall read: The Company at its own expense has the right and opportunity to examine the person of any individual whose loss is the basis of claim under the Policy when and as often as it may reasonably require during the pendency of the claim and to make an autopsy during the contestable period in case of death where it is not forbidden by law. The autopsy must be performed in the state of South Carolina.

⁵ For Florida residents, the last sentence of Legal Actions will read: No such action may be brought after the expiration of the applicable statute of limitations from the time written proof of loss is required to be furnished.

Emergency Evacuation: if warranted by the severity of the Insured's Injury or Emergency Sickness: (1) the Insured's immediate Transportation from the place where he or she suffers an Injury or Emergency Sickness to the nearest hospital or other medical facility where appropriate medical treatment can be obtained; or (2) the Insured's Transportation to his or her current place of primary residence to obtain medical treatment in a hospital or medical facility or to recover after suffering an Injury or Emergency Sickness and being treated at local hospital or other medical facility; or (3) both (1) and (2) above. Coverage includes medical treatment, medical services and medical supplies necessarily received on connection with such Transportation.

Medically Necessary Emergency Evacuation Service is any transportation, medical treatment, medical service or medical supply that: (1) is an essential part of an Emergency Evacuation due to the Injury or Emergency Sickness for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) either is ordered by a Physician and performed under his or her care or supervision or order, or is required by the standard regulations of the conveyance transporting the Insured.

Transportation means moving the Insured during an Emergency Evacuation by a land, water or air conveyance. Conveyances include, but are not limited to, air ambulances, land ambulances and private motor vehicles.

Repatriation: If an Insured suffers loss of life due to Injury or Emergency Sickness, the Company will pay for covered expenses reasonably incurred to return his or her body to his or her current place of primary residence. Covered Expenses include, but are not limited to, expenses for embalming or cremation; the most economical coffins or receptacles adequate for transportation of the remains; and transportation of the remains by the most direct and economical conveyance and route possible.

Additional Covered Expenses: If You are hospitalized for more than eight days following a covered Emergency Evacuation, the Insurer will pay: (a) to return Your accompanying dependent children under age 25 to their home, limited to the cost of one-way economy airfare, less the value of applied credit from an unused return travel ticket, with an attendant if necessary; and/or (b) up to the cost of round-trip economy airfare to bring a person chosen by You to and from Your bedside if You are alone. These expenses must be authorized in advance by Travel Guard.

What are the important definitions for this benefit?

Domestic Partner means an opposite or same sex partner who has met all of the following requirements for at least 12 months: (1) resides with You; (2) shares financial assets and obligations with You; (3) is not related by blood to You to a degree of closeness that would prohibit a legal marriage; (4) is at least the age of consent in the state in which he or she resides; and (5) neither You or the Domestic Partner is married to anyone else, nor has any other Domestic Partner. The Company requires proof of the Domestic Partner relationship in the form of a signed and completed Affidavit of Domestic Partnership.

Eligible Dependent Child means Your unmarried child(ren), including natural, step, foster or adopted children from the moment of placement in Your home, under age 25 if attending an accredited institution of higher learning on a full time basis) and primarily dependent on You for support and maintenance.

Eligible Spouse means your legal spouse or Domestic Partner.

Emergency Sickness means an illness or disease, diagnosed by a Physician, which meets all of the following criteria: (1) there is present a severe or acute symptom requiring immediate care and the failure to obtain such care could reasonably result in serious deterioration of the Insured's condition or place their life in jeopardy; (2) the severe or acute symptom occurs suddenly and unexpectedly; and (3) the severe or acute symptom occurs while the coverage is in force as to the Insured suffering the symptom and under covered circumstances.

Injury means bodily injury resulting directly and independently of all other causes from an accident which occurs while the Insured is covered under the policy.

Insured means a person: (1) who is a Cardholder, an Eligible Spouse, or an Eligible Dependent Child; (2) for whom premium has been paid when due; (3) while covered under the Policy; and (4) who has enrolled for coverage under the Policy, if required.

Trip means scheduled travel not to exceed ninety (90) days for which a Common Carrier Ticket is purchased with your card .

What are the conditions of this benefit?

Travel Guard must make all arrangements and must authorize all expenses in advance for any benefits to be payable. The Company reserves the right to determine the benefit payable including reductions, if it is not reasonable possible to contact Travel Guard in advance.

Are there any exclusions?

This insurance does not cover any loss caused by or resulting from:

- Intentionally self-inflicted injury
- Suicide or attempted suicide, whether sane or insane
- War or act of war, declared or not
- Injury sustained while riding on any aircraft except a Civil or Public Aircraft or Military Transport Aircraft
- Injury sustained while riding on any aircraft a) as a pilot, crewmember or student pilot or b) as a flight instructor or examiner

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61. TRAVEL & EMERGENCY ASSISTANCE

Help when you don't know where to turn. You can count on a wide range of emergency services available whenever and wherever you need them, 24 hours a day, 365 days a year.

We will make every reasonable effort to respond when you have an emergency—even if you need assistance beyond the services listed here. Please understand that, due to occasional problems such as distance, location, or time, neither Merrill Lynch nor its service providers can be responsible for the availability, use, cost, or results of any medical, legal, transportation, or other service.

Who is eligible for Travel & Emergency Assistance?

Travel & Emergency Assistance is available for eligible cardholders whose name appears on the card, their spouse, and children (provided the children are dependents under 22 years old) and business associates. All benefits provided are service assistance benefits, not financial benefits. The cardholder is responsible for any costs associated with services provided.

How do I get these services?

To access services, call 1.800.678.0768.

Is there a charge for these services?

All benefits provided are service benefits only, not financial benefits. Any costs associated with services offered will be the responsibility of the card holder.

What are the specific services and what do they provide?

Travel & Emergency Assistance will put you in touch with the appropriate emergency services should the need arise. Here are some of the ways we can help:

- **Flight Rebooking** – Travel Emergency Assistance is available 24/7 to help the cardholder rebook flights in the event of a flight cancellation, delay, or schedule change
- **Baggage Tracking** – Assists with the return of lost luggage by coordinating efforts with the commercial carrier. In the event that an item is lost while traveling, Travel Emergency Assistance will assist the cardholder in the search for the lost item
- **Embassy or Consulate Referral** – Embassies and consulates are excellent sources for information and assistance to cardholders while traveling. Travel Emergency Assistance will provide the cardholder the address and phone number of the local embassy or consulate
- **Emergency Message Relay** – Travel Emergency Assistance will assist with contacting family or friends in the event of an emergency situation while the cardholder is traveling
- **Legal Referrals** – Travel Emergency Assistance will provide the cardholder with convenient legal referrals in their general area
- **Security and Evacuation Assistance** – Travel Emergency Assistance will assist cardholders with travel options in the event of an evacuation
- **Pre-Trip Travel Advice** – Travel Emergency Assistance can provide the cardholder with information such as passport / visa requirements, inoculations, currency conversion, and travel warnings on the particular area they are traveling to, as well as up-to-the-minute weather / ski and travel delay reports
- **Hotel Reservations** – if the cardholder is delayed while traveling, we can secure hotel reservations for them
- **Ground Transportation** – Coordination of car or limo arrangements throughout the trip, including transportation to and from the airport, hotel, meetings, and more
- **Translation and Interpretation Services** – Travel Emergency Assistance provides emergency telephone translation services in all major languages and offers referrals to interpreter services
- **Emergency Prescription Replacement** – if medications are lost or stolen, Travel Emergency Assistance will assist the cardholder in obtaining new prescriptions and also in shipping to the cardholder in their current location
- **Bail Bond Assistance** – Travel Emergency Assistance can assist with confidential bail bond assistance worldwide
Services provided by LiveTravel, 1039 Ellis Street, Stevens Point, WI 54481

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62. AUTO RENTAL COLLISION DAMAGE WAIVER

What is this benefit?

When certain terms and conditions are met, the Visa Signature Business Auto Rental Collision Damage Waiver benefit (“Auto Rental CDW”) provides—at no additional charge—reimbursement for damage due to collision or theft up to the actual cash value of most rental vehicles. Here are answers to some commonly asked questions about the benefit.

Who is eligible?

You are eligible only if you are a valid cardholder whose name is embossed on an eligible U.S.-issued Visa Signature Business card. Only you as the primary renter of the vehicle, and any additional drivers permitted by the auto rental agreement are covered.

What is covered?

Subject to the terms and conditions herein, Visa Signature Business Auto Rental CDW reimburses you for the repair or replacement of covered losses to a rental vehicle while it is your responsibility and while it is being used for business purposes. Only vehicle rental periods which neither exceed nor are intended to exceed thirty-one (31) consecutive days are covered.

This benefit is primary and provides reimbursement up to the actual cash value of the vehicle as it was originally manufactured. However, if the rental is for personal reasons, this coverage supplements, and applies in excess of, any valid and collectible insurance or reimbursement benefits from any source. Most private passenger automobiles, minivans, and sport utility vehicles are eligible, but some restrictions may apply. Please contact the Benefit Administrator to inquire about a specific vehicle.

Covered losses are:

- Physical damage and/or theft of the covered rental vehicle.
- Valid loss-of-use charges imposed and substantiated by the rental agency through a fleet utilization log.
- Reasonable and customary towing charges, due to a covered loss, to the nearest qualified repair facility.

How do I activate this benefit?

For the benefit to be in effect, you must:

- Initiate and complete the entire rental transaction with your eligible Visa Signature Business card, and
- Decline the vehicle rental company's collision damage waiver (CDW/LDW) option, or similar provision, if offered by the auto rental company.

Helpful hints:

- Check the rental vehicle for prior damage before leaving the rental lot.
- Review the vehicle rental agreement carefully to make sure you are declining CDW/LDW and also to familiarize yourself with the terms and conditions of the auto rental agreement.

What do I do if I have an accident or the rental vehicle is stolen?

Immediately call the Benefit Administrator at 1.800.397.9010 to report the theft or damage regardless of whether liability has been established. If you are outside the United States, call the international operator and ask to be connected collect to +1.410.902.8012. The Benefit Administrator will answer any questions you or the rental agency may have and will then send you a claim form.

All incidents must be reported immediately following the theft or damage, but in no event later than forty-five (45) days* following the date of the theft or damage. Furthermore, we reserve the right to deny any claim that contains charges that would not have been included had the Benefit Administrator been notified before those expenses were incurred. We therefore advise you to notify us immediately after any loss. You must make every reasonable effort to protect the rental vehicle from damage or theft.

What is not covered?

- Any obligation you assume under any agreement.
- Any violation of the auto rental agreement or this benefit.
- Injury of anyone or anything inside or outside the rental vehicle.
- Loss or theft of personal belongings.
- Personal liability.
- Expenses assumed, waived, or paid by the rental agency or its insurer.
- Cost of any insurance or collision damage waiver offered by or purchased through the auto rental company.
- Expenses reimbursed under your business or personal automobile insurance policy.
- Depreciation of the rental vehicle caused by loss or damage including, but not limited to "diminished value."
- Loss due to intentional acts, or due to the driver(s) being under the influence of alcohol, intoxicants, or drugs, or due to contraband or illegal activities.
- Wear and tear, gradual deterioration, or mechanical breakdown.
- Items not installed by the original manufacturer.
- Loss due to off-road operation of the rental vehicle.
- Loss due to hostility of any kind (including, but not limited to, war, invasion, rebellion, or insurrection).
- Confiscation by authorities.
- Vehicles that do not meet the definition of covered vehicles.
- Rental periods that either exceed or are intended to exceed thirty-one (31) consecutive days.
- Leases and mini leases.
- Loss or damage as a result of the cardholder's lack of reasonable care in protecting the rental vehicle before and after damage occurs (for example, leaving the vehicle running and unattended).
- Losses reported more than forty-five (45) days* from date of loss.
- Losses for which a claim form has not been received within ninety (90) days* from the date of loss.
- Losses for which all required documentation has not been received within 365 days from the date of loss.
- Losses from rental transactions that originated in Israel, Jamaica, the Republic of Ireland, or Northern Ireland.

What if the auto rental company insists that I purchase the auto rental company's auto insurance or collision damage waiver?

Call the Benefit Administrator at **1.800.397.9010** for help. If you are outside the United States, call the international operator and ask to be connected collect to +1.410.902.8012.

When and where am I covered?

This coverage is available in the United States and most foreign countries. **No benefit is provided for motor vehicles rented in Israel, Jamaica, the Republic of Ireland, or Northern Ireland.** Additionally, coverage is not available where precluded by law or in violation of the territory terms of the rental agreement or where prohibited by individual merchants. **Because regulations vary outside the United States, we recommend you check with your auto rental company and the Benefit Administrator before you travel to make sure Visa Signature Business Auto Rental CDW will apply.**

This benefit is in effect while the rental vehicle remains in your control or in the control of a person permitted to operate the rental vehicle in accordance with the rental agreement between you and the auto rental company. Coverage terminates when the auto rental company re-assumes control of the rental vehicle.

What type of coverage is this?

Visa Signature Business Auto Rental CDW is primary coverage. In other words, when your rental is primarily for business purposes, you do not have to claim payment from any source of insurance before receiving coverage under the benefit. However, if you are on a personal trip and you use your Visa Signature Business card to rent a covered vehicle, your personal insurance would be primary coverage. In this case, Visa Signature Business Auto Rental CDW supplements, and applies in excess of, any valid and collectible insurance or reimbursement benefits from any source. It does not duplicate insurance provided by or purchased through the auto rental company; it will not pay for losses reimbursed by your own insurer, employer, employer's insurance, or any other valid and collectible insurance; however, Visa Signature Business Auto Rental CDW will reimburse you for the deductible portion of your

personal automobile insurance, valid administrative and loss-of-use charges imposed by the auto rental company, as well as reasonable towing charges resulting from covered damage or theft of a rental vehicle while it is your responsibility.

What types of rental vehicles are not covered?

Excluded worldwide are: expensive, exotic, and antique automobiles; certain vans; vehicles that have open cargo bed; trucks; motorcycles, mopeds, and motorbikes; limousines; and recreational vehicles.

Examples of excluded expensive or exotic automobiles are the Aston Martin, Bentley, Bricklin, Daimler, DeLorean, Excalibur, Ferrari, Jensen, Lamborghini, Lotus, Maserati, Porsche and Rolls-Royce. However, select models of BMW, Mercedes-Benz, Cadillac and Lincoln are covered.

An antique automobile is defined as any vehicle over twenty (20) years old or any vehicle that has not been manufactured for ten (10) years or more.

This benefit is provided for only those vans manufactured and designed to transport a maximum of eight (8) people and which is used exclusively to transport people.

If you have any questions regarding a specific vehicle, call the Benefit Administrator at **1.800.397.9010**. If you are outside the United States, call the international operator and ask to be connected collect to +1.410.902.8012.

What do I need from the auto rental company in order to file a Visa Signature Business Auto Rental CDW claim?

At the time of the accident, theft or damage, or when you return the rental vehicle, immediately ask the rental company for:

- A copy of the Accident Report Form and claim document, which should indicate the costs you are responsible for and any amounts that have been paid toward the claim.
- A copy of the initial and final auto rental agreement(s).
- A copy of the repair estimate or itemized repair bill.
- Two (2) photographs of the damaged vehicle, if available.
- A police report, if obtainable.

How do I file a claim?

You, the cardholder, are responsible for reporting your claim to the Benefit Administrator immediately, but in no event later than forty-five (45) days* from the date of theft or damage, or your claim will be denied. Notice to any other party will not suffice. Furthermore, we reserve the right to deny any claim that contains charges that would not have been included had the Benefit Administrator been notified before those expenses were incurred. We therefore advise you to notify us immediately after any theft or damage.

Mail the following documentation to the Benefit Administrator:

- The completed and signed Visa Signature Business Auto Rental CDW Claim Form. **Your completed claim form must be postmarked within ninety (90) days* of the date of the theft or damage, even if all other required documentation is not yet available, or your claim will be denied.**
- A copy of your receipt or monthly billing statement as proof that the entire vehicle rental was charged and paid for with your eligible Visa Signature Business card.
- A written confirmation from your employer that the rental was primarily for business purposes.
- If the rental was for personal use, enclose a statement from your insurance carrier showing the costs for which you are responsible and any amounts that have been paid toward the claim. Or, if you have no applicable insurance, please provide a notarized statement to that effect.
- A copy of the declaration page from your primary automobile insurance carrier if the rental was for personal use.

Enclose all the documents you received from the auto rental company:

- A copy of the Accident Report Form.
- A copy of the entire auto rental agreement(s).
- A copy of the repair estimate or itemized repair bill.
- Two (2) photographs of the damaged vehicle, if available.
- A police report, if obtainable.
- Any other documentation deemed necessary by the Benefit Administrator to substantiate the claim.

For faster filing, submit your claim online. It's easy, convenient, and available at no extra cost to eligible Visa Signature Business cardholders. To submit your claim and learn more about Visa Signature Business Auto Rental CDW go to the Visa Signature Business Auto Rental CDW Claim Center at [visa.com/eclaims](https://www.visa.com/eclaims).

If you experience difficulty in obtaining all the required documents within ninety (90) days* of the date of theft or damage, just submit the claim form and any documentation you already have available. NOTE: All remaining documents must be postmarked within 365 days of the date of loss.

Do I have to do anything else?

Usually not. Under normal circumstances, the claim will be paid within fifteen (15) days after the Visa Signature Business Auto Rental CDW Benefit Administrator has received all documentation necessary to fully substantiate your claim.

However, after the Benefit Administrator has paid your claim, all your rights and remedies against any party in respect of this theft or damage will be transferred to the Benefit Administrator to the extent of the cost of payment made to you. You must give the Benefit Administrator all assistance as may be reasonably required to secure all rights and remedies.

* Not applicable to residents of certain states.

Additional Provisions for Visa Signature Business Auto Rental CDW:

You must make every effort that would be made by a reasonable and prudent person to protect the Rental Vehicle from damage or theft. This provision will not be applied unreasonably to avoid claims.

If you make any claim knowing it to be false or fraudulent in any respect including, but not limited to, the cost of repair services, no

coverage shall exist for such claim and your benefits may be canceled. Each cardholder agrees that representations regarding claims will be accurate and complete. Any and all relevant provisions shall be void in any case of fraud, intentional concealment, or misrepresentation of material fact by the cardholder.

Once you report an occurrence, a claim file will be opened and shall remain open for six (6) months from the date of the damage or theft. No payment will be made on a claim that is not completely substantiated in the manner required by the Benefit Administrator within twelve (12) months of the date of damage or theft.

No legal action for a claim may be brought against us until sixty (60) days after we receive Proof of Loss. After the expiration of three (3) years from the time written Proof of Loss was to be provided, no action shall be brought to recover on this benefit.

Further, no legal action may be brought against us unless all the terms and conditions have been complied with fully.

This benefit is provided to eligible cardholders at no additional cost.

The terms and conditions contained herein may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional mailings, statement inserts, or statement messages. The benefit described in these terms and conditions will not apply to Visa Signature Business cardholders whose accounts have been suspended or canceled.

Termination dates vary by financial institutions. Visa and/or your financial institution can cancel or not renew the benefit, and if we do, we will notify you at least thirty (30) days in advance. This information is a description of the benefit provided to you as a Visa Signature Business cardholder. It is insured by Indemnity Insurance Company of North America.

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63. PURCHASE SECURITY

What is Purchase Security?

Within the first ninety (90) days of the date of purchase, Purchase Security will, at the Providers discretion, repair or replace your eligible items of personal property purchased entirely with your eligible Visa card up to a maximum of \$10,000 per occurrence and a total of \$50,000 per cardholder account per twelve (12) month period, in the event of theft or damage.

Who is eligible for this benefit?

To be eligible for this benefit, 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.

What items are covered by Purchase Security?

- 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 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

What are the 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 \$10,000 per loss and a total of \$50,000 per cardholder 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 account statement, regardless of sentimental or appreciated market value

What items are *not* covered?

- Items left in public sight, out of arm's reach, lacking care, custody or control by the **cardholder**
- 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 a 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

Are purchases made outside the U.S. covered?

Yes, as long as you, the eligible cardholder, purchase the item entirely with your eligible card and the eligible item meets the terms and conditions of the benefit.

Do I need to register my purchases?

No. Your eligible purchases are automatically covered.

Do I need to keep copies of receipts or any other records?

Yes. If you want to file a claim, you will need copies of the card activity of your brokerage account and your store receipt.

How do I file a claim?

- Call the Benefit Information Center at 1.800.678.0768 to request a claim form. You must report the claim within sixty (60) days of the loss or the claim may not be honored
- 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, homeowner's, renter's, or auto insurance policy)
 - Any other documentation that may be reasonably requested by us or our designated representative to validate a claim

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64. LOST LUGGAGE REIMBURSEMENT

What is Lost Luggage Reimbursement?

As a covered cardholder*, you, your legal spouse (including Domestic Partner) and dependent children ("Insured Person(s)") are automatically, at no additional cost to you, provided Lost Luggage Reimbursement Insurance while this program is in effect if you pay for your entire Common Carrier passenger fare using your applicable Merrill Lynch card. "Common Carrier" means any licensed land, water or air conveyance operated by those whose occupation or business is the transportation of persons for hire.

Notice for Florida Residents only: The benefits of the policy providing your coverage are governed primarily by the law of a state other than Florida.

What are the Insurance effective and termination dates?

Your insurance under this program becomes effective on the later of: 1) November 1, 2010 or 2) the date you become an eligible person. Your insurance under this program ends on the earliest of: 1) the date the master policy is terminated (in which case you will be notified by Merrill Lynch); 2) the date your applicable Merrill Lynch card is no longer in good standing; and 3) the date you are no longer a Cardholder of the applicable covered card.

Your legal spouse's and dependent children's insurance under this program is effective on the later of: 1) the date your insurance begins; and 2) the date the person become eligible. Your legal spouse's and dependent children's insurance under this program ends on the earlier of: 1) the date your insurance under this program ceases; or 2) the date the person is no longer eligible.

"Cardholder" means an individual who has been issued a Merrill Lynch card by Bank of America.

"Dependent children" means unmarried children, including adopted children, primarily dependent on the Cardholder for maintenance and support and who are under the age of 19 or up to age 25 if enrolled as a full-time student at an institution of higher learning.

“Domestic Partner” means an opposite or a same sex partner who is at least 18 years of age and has met all of the following requirements for at least the most recent twelve (12) months: (1) resides with the Cardholder in a committed relationship; (2) shares financial assets and obligations with the Cardholder; (3) is not related by blood to the Cardholder to a degree of closeness that would prohibit a legal marriage; (4) neither the Cardholder or Domestic Partner is married to anyone else, nor has any other Domestic Partner and (5) intends to continue the relationship indefinitely. The Company requires proof of the Domestic Partner relationship in the form of a signed and completed Affidavit of Domestic Partnership.

What is Lost Luggage Reimbursement Insurance?

This coverage provides reimbursement of amounts the Insured Person actually paid for loss of or damage to the Insured Person's Checked and/or Carry-On Baggage. This coverage applies if the entire cost of your Common Carrier passenger fare was paid for using your applicable Merrill Lynch card. It is not necessary for you to notify Bank, the Program Administrator, or the Company when Common Carrier tickets are purchased.

“Checked Baggage” means suitcases or other containers specifically designed for carrying personal property, and the personal property contained therein, for which a claim check has been issued to the Insured Person by a Common Carrier.

“Carry-On Baggage” means suitcases or other containers specifically designed for carrying personal property, and the personal property contained therein, which are carried on board a Common Carrier by the Insured Person.

What are the limits of coverage?

The Company's liability will be for a maximum reimbursement amount of \$3,000.00 per covered trip, of which no more than \$200 will be for all jewelry and fur. Reimbursement will be on an actual Cash Value basis at the time of loss. This coverage is in excess of all other insurance or indemnity available to Insured Persons.

“Cash Value” means the cost of replacement, less depreciation as determined by the Company.

“Covered Trip (“Trip”) means a trip, for which Common Carrier costs are charged to the insured person's covered card.

What if I live in the state of New York?

For insured persons who are residents of New York State, the following conditions apply: 1) the loss or damage must occur while the Insured Person is in transit; and 2) the Company's liability will be for a maximum reimbursement amount of \$2,000.00 per bag, including contents, subject to a maximum aggregate amount of \$10,000 for all Insured Persons per Trip.

What is the Coverage effective and termination dates?

Subject to the provisions regarding the effective date of insurance for individuals, coverage will become effective as to each Insured Person on the following, provided the entire Common Carrier passenger fare is paid for using your applicable Merrill Lynch card:
With respect to Checked Baggage, when the Insured Person receives a claim check issued by the Common Carrier.
With respect to Carry-On Baggage, when the Insured Person boards the Common Carrier.
Subject to the Policy provisions regarding the termination date of insurance for individuals, coverage will end on the following:
With respect to Checked Baggage, when the Insured Person retrieves their Checked Baggage from the baggage claim area.
With respect to Carry-On Baggage, when the Insured Person alights from the Common Carrier.

What are the exclusions?

Coverage does not apply to loss resulting from or to the following: any dishonest, fraudulent, or criminal act of the Insured Person; forgery by the Insured Person; loss due to war or confiscation by authorities; loss due to nuclear reaction, or radioactive contamination; sporting equipment, unless checked with the Common Carrier and for which a claim check has been provided by the Common Carrier; animals and perishables; cameras and accessory equipment; eye glasses and contact lenses; prosthetics devices including dentures and hearing aids; tickets, valuable papers and documents; credit cards and debit cards; securities, money, art objects, electronic equipment and business items; bullion or precious or semi-precious metals as well as stones or gems other than that contained in items of personal jewelry owned by the Insured Person; household furniture; motor vehicles, boats, watercraft and aircraft or parts for such conveyances.

Misrepresentation and Fraud. Coverage of the insured person will be void if, at any time, the Insured Person has concealed or misrepresented any material fact or circumstance concerning this coverage or the interest of the Insured Person in this coverage, or in the case of any fraud or false swearing by the Insured Person relating to this Coverage. Coverage for an Insured Person will be void if, whether before or after a loss, the Policyholder has concealed or misrepresented any material fact or circumstance concerning this coverage or the interest of the Insured Person in this coverage, or in the case of any fraud or false swearing by the Policyholder relating to this Coverage.

How do I file a claim?

To file notice of a claim under this program, please contact the Program Administrator at 1.800.678.0768, Monday through Friday between the hours of 8 a.m. and 9 p.m. Eastern. Notice of claim for Lost Luggage must be submitted within forty-five (45) days of the date of the Loss. The Program Administrator will provide you with instructions and forms for filing proof of loss. If such forms are not provided to you within fifteen (15) days after you give notice of claim to the Program Administrator, you can satisfy the proof of loss requirements upon submitting, within ninety (90) days of the date the loss occurred, written proof covering the occurrence, the character and the extent of the loss for which you are making claim.

To provide proof of loss for a Lost Luggage claim you must also send the following information to the Program Administrator or its authorized representative: 1) a copy of the account statement showing the Common Carrier passenger fare charged; 2) a copy of the initial claim report submitted to the Common Carrier; 3) proof of submission of the loss to and the results of any settlement by the Common Carrier; and 4) proof of submission of the loss to and the results of any settlement or denial by the Insured Person's

personal insurance carrier(s). If no other insurance is applicable, a notarized statement from the Insured Person to that effect must be submitted.

When are benefits paid?

Lost Luggage reimbursements are paid within sixty (60) days after the Company's receipt of due written proof of the loss. No action at law or in equity may be brought to recover on the Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of the Policy. No such action may be brought after the expiration of three years after the time written proof of loss is required to be furnished (For Florida residents, the last sentence of Legal Actions will read: No such action may be brought after the expiration of the applicable statute of limitations from the time written proof of loss is required to be furnished. For South Carolina residents, the last sentence of Legal Actions will read: No such action may be brought after the expiration of six (6) years after the time written proof of loss is required to be furnished.)

Note: Please read this Lost Luggage Reimbursement description of coverage and keep it in a safe place with your other insurance documents. This description of this coverage is not a contract of insurance but is simply and informative statement to each Cardholder of the principal provisions of the insurance. Complete provisions pertaining to Lost Luggage Reimbursement Insurance are contained in Policy Number 9110569, issued and underwritten by National Union Fire Insurance Company of Pittsburgh, Pa. (the Company) with offices in New York, NY. If a conflict exists between a statement in this description and any provisions in the Policy, the Policy will govern.

If you have any questions concerning the Lost Luggage Reimbursement Insurance, please call the Program Administrator, Cardwell Agency, at 1.800.678.0768 between the hours of 8 a.m. and 9 p.m. Eastern.

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