

Visa 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 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 cardholders 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 Point 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 Any reward may be withdrawn or subject to increased Points redemption requirements or new restrictions at any time.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 cardholder's ability to use Points already earned. Merrill Lynch reserves the right to end the Program 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. Holders of a Merrill Lynch Visa Signature Rewards card (a Signature Rewards[®] card issued with a CMA[®] Account or a Beyond Banking[®] Account) are automatically enrolled in the Program. These terms and conditions and any Program materials describing Program rewards represent the Program. Points accrued in the Program may only be redeemed for rewards in the Program.

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Annual Fees

2. The initial \$95 annual fee will be automatically debited from your CMA or Beyond Banking Account 30-45 days from your enrollment date. Thereafter, the annual fee will be automatically debited from your CMA or Beyond Banking 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

3. 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.)
4. For ATM withdrawals on CMA accounts, there will be no Merrill Lynch fee for the first 52 transactions per year (100 for Priority Clients, which is defined as clients who have assets of over \$250,000 at Merrill Lynch) with a \$1.00 fee per transaction thereafter, however individual ATM Operator Fees may apply. For ATM withdrawals on Beyond Banking accounts and CMA accounts with CMA Plus there will be no Merrill Lynch fee for the first 100 transactions per year with a \$1.00 fee per transaction thereafter and Merrill Lynch will refund the ATM owner/operator fees of the first 100 withdrawals up to \$200 per year at U.S. and U.S. Territories ATMs.
5. The fee for non-ATM cash withdrawals using your Signature Rewards card 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. CMA and Beyond Banking accounts, only the international transaction fee will apply.

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International Transaction Fee

6. 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 fees.

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Points Accrual

7. 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.
8. Eligible purchases are purchases charged to your Signature Rewards card for personal or household purposes from date of Program enrollment and posted to the cardholder's account during the annual participation period. Transactions not eligible to earn Points include cash withdrawals, ATM transactions, checks, fees, purchases returned for credit, purchases related to a business (other than employer-reimbursable travel or entertainment expenses), purchases made in violation of law or the CMA or Beyond Banking 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, whose decision shall be final. Any accrued Points rewarded for any ineligible transactions will be forfeited. If business transactions are detected within a specific account, Merrill Lynch reserves the right to transition that account to a Merrill Lynch Business Signature Rewards account.
9. Earned Points are available for use the day after the transaction is posted to your account.
10. 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.
11. Purchase returns or other credits reflected on your CMA or Beyond Banking statement during the Program participation period will reduce or eliminate the Points available for reward redemption.
12. Cardholders authorize Merrill Lynch to automatically debit the cardholder's CMA or Beyond Banking account in the event of a negative Point balance at a rate of \$0.01 per Point. For more information call 1.800.419.0000.

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General Restrictions

13. Merrill Lynch reserves the right to disqualify any cardholder from participating in the Program and to invalidate all Points for abuse, fraud, or any violation of the Program's terms and conditions, determination of which will be in the sole discretion of Merrill Lynch.
14. Unless otherwise specified, Points may not be transferred to or combined with any Merrill Lynch or non-Merrill Lynch rewards program, including but not limited to the WorldPoints® reward program. Qualifying Merrill Lynch cardholders who also have a Merrill Accolades™ American Express® card or other qualifying card may redeem WorldPoints points for Points to the extent permitted by those cards' respective terms and conditions.
15. Unless specifically authorized by Merrill Lynch, Points and rewards may not be combined with other discounts, special rates, promotions or other reward programs, whether in the United States or abroad.
16. Cardholders may choose to consolidate ("link") Points earned in connection with multiple CMA and Beyond Banking accounts and/or with MERRILL+® Visa Signature® Credit Card ("MERRILL+ card") accounts for combination of Points toward reward redemption, subject to certain ownership and other criteria established by Merrill Lynch from time to time. Points earned in connection with WCMA® accounts, Elite Visa Signature Rewards, EMA® accounts and ICMA accounts are not eligible for consolidation. By setting up multiple accounts for Points redemptions, each cardholder agrees that all cardholders and authorized Points redeemers will be able to view all consolidated Points balances and all consolidated Points are available for redemption by any cardholder or authorized redeemer. Redemption of Points for linked accounts is subject to certain requirements. For more information, please call 1.800.419.0000.
17. 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, its subsidiaries, affiliates, employees, officers, directors), its agents/contractors and their respective Released Parties from any and all claims or damages arising out of the use of any reward, special reward or benefit 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 the Merrill Lynch Travel Service, Concierge Service, or rewards, Merrill Lynch contractors may in turn use other service providers to provide the products and services that you request when you use the Merrill Lynch Travel Services or Concierge Services or redeem rewards. You understand that personal information provided by you to

Merrill Lynch or its 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 the Merrill Lynch Travel Services or Concierge Service or redeeming rewards fulfilled by Merrill Lynch 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 and its contractors have no further obligation once a reward, special reward or benefit is 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.

18. 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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BENEFITS PROGRAM

General

19. These are the general terms and conditions of the Beyond Rewards Benefits Program (the "Benefits Program") and are supplementary to the terms and conditions listed above. Please note that any one or more reward, upgrade, discount, special offer, gift certificate, gift card, travel voucher or other benefit offered under the Benefits Program (each of the foregoing, a "Benefit") may have additional terms and conditions applicable to that Benefit ("Benefit Specific Rules"). It is the responsibility of each holder of a Signature Rewards card (each, a "cardholder") to review the Benefits Program terms and conditions online at card.ml.com and to be aware of any posted changes thereto. The general terms and conditions of the Benefits Program set forth below, together with all Benefit Specific Rules, are collectively referred to hereafter as the "Benefits Program Terms and Conditions." Merrill Lynch may change the Benefits Program Terms and Conditions and, in addition, Benefits may be added or deleted from the Benefits Program at any time. When any change is made to the Benefits Program Terms and Conditions, we will post the revision(s) online or notify you in writing, as applicable.

We reserve the right, in our sole discretion, to alter, substitute, or terminate at any time without prior notice: (i) all or any part of the Benefits Program; (ii) any one or more Benefits; and (iii) the existence of, and the eligibility criteria for a cardholder obtaining, any one or more Status Level (for example, "+", "+2", and "+3", hereafter, collectively, the "Status Levels") that a cardholder may qualify for under the Benefits Program. This right means that we may, among other things, change or remove any Benefit or any provider or supplier of one or more Benefits (each, a "Benefit Supplier") from the Benefits Program, increase or decrease the eligibility requirements for any Status Level, and change the Benefits Program Terms and Conditions for redeeming, earning, obtaining, or forfeiting any Benefit or Status Level obtained by a cardholder. This right also means that eligibility for any Benefit or Status Level does not entitle a cardholder participating in the Benefits Program to any vested rights with respect to such Benefit or Status Level.

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Eligibility for Benefits and Status Levels

20. To be eligible for Benefits under the Benefits Program, you must (i) be an individual (no corporations, partnerships, associations, or other entities), (ii) have active spending/charging privileges on a Visa Signature Rewards and/or a MERRILL+ card (each a "Qualifying Merrill Lynch Card"), and (iii) where eligibility for a Benefit requires the purchase of goods or services, the full amount of the purchase must be made using a Qualifying Merrill Lynch Card. Status Levels, and the eligibility requirements for each Status Level, are governed by the Benefits Program Rules for the Program discussed above and are available by logging in to your Signature Rewards account online at card.ml.com. There are three Status Levels of Benefits offered under the Benefits Program. Cash withdrawals, including purchases of cash equivalents of any kind; purchases made by or for a business or for a business purpose, (other than employer-reimbursable travel or entertainment expenses); fees; and unauthorized or fraudulent transactions will not qualify for achievement of the Status Levels.

Achievement of Status Levels is based on the Annual Purchase Volume which is defined as the total value of net retail purchases paid for using the Qualifying Merrill Lynch Cards each year ending on the closing date of your last Billing Cycle Statement within the calendar year. Eligible Signature Rewards cardholders are automatically entitled to the first two Status Levels of Benefits ("+" and "+2"). For Signature Rewards cardholders, +2 Status Level of Benefits are ongoing and do not require to be re-earned.

The Benefits Program offers the opportunity for cardholders to achieve +3 Status Level and thus entitle the cardholder to a variety of upgrades, Benefits, discounts and special offers provided through third-party suppliers. The highest ("+3") Status Level of Benefits will provide enhanced Benefits associated with some of the features provided by or through Visa and/or Merrill Lynch. Achievement of +3 Status Level requires Annual Purchase Volume of \$50,000 within a given calendar year. When +3 Status Level is achieved, the Signature Rewards cardholder will be eligible for +3 Status Level of Benefits beginning the month following achievement of +3 Status Level for the remainder of that calendar year plus the entire following calendar year. The +3 Status Level can be re-earned every calendar year based on Annual Purchase Volume.

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Obtaining Benefits

21. A cardholder with two Qualifying Merrill Lynch Cards (for example a Merrill Lynch Visa Signature Rewards card and a MERRILL+ card) may "link" the Qualifying Merrill Lynch Cards to combine spend on the linked Qualifying Merrill Lynch Cards to achieve a higher Status Level. The cardholder must call the Rewards & Benefit Center at 1.800.419.0000 to link Qualifying Merrill

Lynch Card(s) accounts. Common ownership is required for linking of the Qualifying Merrill Lynch Cards. In the event of linking, the cardholder will be asked to designate a “primary” Qualifying Merrill Lynch Cards account in which the spend Benefits accrue, and to which the other Qualifying Merrill Lynch Cards “secondary” accounts link. Once linked, the primary account will accrue the spending of all linked accounts going forward (only for the purpose of attaining a higher Status Level of Benefits). All linked accounts will share the cumulative Status Level earned by the primary account. If Beyond Rewards Status Level +3 is earned, the primary account is the default recipient of the airport lounge benefit. There is only one annual airport lounge benefit per linked relationship. If a secondary account(s) is de-linked, the amount of spend credited towards Status Level achievement will be re-set to zero for the secondary account(s) at the time of de-linking. If the primary account closes, the cardholder will have sixty (60) days from the close date to transfer the Benefits to one of the secondary accounts. To obtain information about linking and de-linking of accounts, or to obtain any Benefits under the Benefits Program, a cardholder must call the Rewards & Benefit Center at 1.800.419.0000. Elite Visa Signature Rewards, Visa Business Signature Rewards, EMA Signature Rewards Visa and International CMA Visa Signature Rewards cards cannot be linked to a Qualifying Merrill Lynch Card.

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Benefit Restrictions

22. Purchase protection or extended warranty coverage associated with your Qualifying Merrill Lynch Card(s) is not applicable to Benefits. Benefits have no cash value. Benefit eligibility and Status Level eligibility are not the property of any cardholder or other person. Unless we consent, neither Benefits nor Status Levels may be brokered, bartered, attached, pledged or otherwise encumbered; gifted, transferred, conveyed, assigned or sold under any circumstances, including, but not limited to: disability; death; by operation of law; or in connection with any domestic relations dispute; and/or legal proceeding and any attempt to do so shall be void. Merrill Lynch shall have no liability for disagreements between cardholders regarding any one or more Benefits or Status Level eligibility. Neither Benefits nor Status Level eligibility may be combined among different cardholders with the exception of accounts set up for the purpose of combined Points redemption and/or linked for spend aggregation, any other Merrill Lynch or non-Merrill Lynch benefits or rewards program (including any frequent flyer program), unless otherwise specified by Merrill Lynch as applicable. For Benefits involving a complimentary ticket, stay, or service, Benefit Specific Rules may require, without limitation, gratuities, excess baggage charges, insurance, and airline and hotel amenities. Issuance of a Benefit certificate or voucher does not constitute a reservation.

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Combined Points Redemption

23. By setting up associated accounts for the purpose of combined Points redemption, all such combined accounts' Points will be viewable and available for use by all authorized redeemers on each associated account. When redeeming Points accumulated in one account, you must first exhaust those Points before using Points in another associated account. When combining more than two accounts for the purpose of combining Points for redemption, Points will be taken first from the associated account with the earliest enrollment date. Points earned on Elite Visa Signature Rewards, Visa Business Signature Rewards, EMA Signature Rewards Visa and International CMA Visa Signature Rewards cards cannot be combined with Points earned on the Qualifying Merrill Lynch Card(s).

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REWARDS INFORMATION

General

24. Points and reward certificates have no value except when used in accordance with the terms and conditions of the Program and reward providers.

25. Reward providers and the related rewards in the Program may be changed, substituted, or discontinued without notice.

26. Allow seven to fourteen days for receipt of airline tickets or reward certificates from the Program. Reward certificates may be expedited via overnight delivery service through the redemption of additional Points.

27. 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.

28. 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

29. Cardholders 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 1.800.419.0000 or online at card.ml.com/onlinetravel), who locates the lowest published fares available 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., 2,500 Points must be redeemed for additional costs up to \$25 of ticket value. Additional payments may be made only in increments of 2,500 Points. Air Reward 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. There are two levels of Air Rewards: (1) Preferred Airline and (2) Non-Preferred Airline. The Preferred Airline Air Reward consists of a non-refundable, roundtrip ticket on an eligible carrier, as determined by Merrill Lynch. Currently, these Preferred Carriers are American Airlines, British Airways, Continental Airlines and Delta Air Lines. The number of Points and corresponding MDV required for the Preferred Airline Air Reward is 25,000/\$500. The number of Points and corresponding MDV required for the Non-Preferred Airline Air Reward is 30,000/\$500. Reservation and ticketing require at least a 21-day advance notice. If the advance notice requirement is restriction is not met, the ticket will require an additional 5,000 Points.

Air Rewards Points Redemption Levels
(For tickets up to \$500 in MDV)

	Flights starting at:
Preferred Airlines (AA, BA, CO, DL)	25,000 Points
Non-Preferred Airlines	30,000 Points

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 billed to 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. In addition to any fees imposed by the airline, we charge a \$30 fee per ticket for all such modifications, exchanges or cancellations. Companion bookings 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. Such companion tickets must be paid for using the Signature Rewards card and are subject to a 1,500 Points or \$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 2,500 Points or \$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 any other coupons, vendor certificates or special offers unless otherwise stated herein. Unless otherwise indicated above, all service fees and additional costs must be paid using your Signature Rewards card.

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Air Dollars-Off Rewards

30. 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

31. 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

32. 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

33. 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

34. 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 reward provider. Gift certificates, gift cards or travel voucher are sent only to street addresses, not P.O. boxes.

35. All Points 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 or 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.

36. 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 they 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 or 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 1.800.419.0000.

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.

iTunes is a registered trademark of Apple Inc. All rights reserved. Apple is not a participant in or sponsor of this promotion.

Shell Gift Cards can be used only for purchases of goods and services at Shell locations in the U.S., except territories. The Card cannot be redeemed for cash and no change will be given, except in states that require redemption for cash. Shell Oil Products U.S. and its related companies are not sponsors or co-sponsors of this promotion.

Starbucks, the Starbucks logo and the Starbucks Card design are either trademarks or registered trademarks of Starbucks U.S. Brands, LLC. Starbucks is not a participating partner in or sponsor of this offer.

Toys “R” Us, Inc. is not a sponsor or co-sponsor of this promotion and is not liable for any alleged or actual claims related to this offer. Please see back of gift card for terms and conditions of use.

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Merchandise Rewards

37. Redeem Points for merchandise from the current printed catalog by calling the Rewards & Benefits Center at 1.800.419.0000 or online at card.ml.com/rewards. 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 through 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.

38. Goods of equal or similar value may be substituted if the item you select is unavailable. Featured goods may not necessarily reflect exact colors or models due to printing variation and/or manufacture’s model or style updates or because a photo facsimile was used for general representation of merchandise. Restrictions may apply to the availability of some rewards, such as federal, state, or local regulations or minimum age requirements.

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Special Rewards

39. 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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40. Financial Rewards

a) Fee and Commission Rebate

Cardholders may redeem Points for amounts up to the total of fees and commissions posted to their linked Beyond Banking and/or CMA accounts during the current calendar year.

b) Cardholders may also redeem NextGen College Investing Plan

Points for cash to contribute to a Merrill Lynch Section 529 Account: NextGen College Investing Plan®, subject to a minimum investment amount. (Refer to the NextGen College Investing Plan Program Description and Participation Agreement for more

complete information.) Merrill Lynch reserves the right to determine the Points redemption value for fees, commissions, and NextGen cash contributions. Points quotes will be provided upon request. Points will be debited from the cardholder's Points balance and a corresponding credit will be posted to the cardholder's account upon redemption. No returns or refunds are allowed. **Before you invest in the NextGen® plan, request a NextGen College Investing Plan Program Description by calling toll free 1.877.4.NEXTGEN (463.9843) and read it carefully. The Program Description contains more complete information, including investment objectives, charges, expenses and risks of investing in the NextGen plan which you should consider carefully before investing. You should also consider whether your home state or your designated beneficiary's home state offers any state tax or other benefits that are only available for investments in such state's 529 plan.** Merrill Lynch, Pierce, Fenner & Smith Incorporated is the underwriter for the NextGen plan. The NextGen plan is a Section 529 plan administered by the Finance Authority of Maine. Investment oversight is provided by the Maine State Treasurer.

c) IRA

Cardholders may redeem Points toward a contribution ("IRA reward") to an eligible IRA account in your name or that of your spouse or dependents with Merrill Lynch (a "Merrill Lynch Eligible IRA"). Points may be redeemed in increments of 1,000 Points, beginning with a minimum 10,000 Points. Each increment of 1,000 Points will be converted into an equivalent value of \$10.00. In order to take advantage of this redemption option, please contact the Rewards & Benefits Center at 1.800.419.0000. Your contribution will then be sent by Merrill Lynch to the Merrill Lynch Eligible IRA you have indicated electronically within ten (10) business days. If your contribution is rejected for any reason or does not clear within thirty (30) days from the date it was issued by Merrill Lynch, your contribution will be considered void and the Points used to obtain the IRA reward will be reinstated to you or to your Signature Rewards account. If your Signature Rewards card account is closed before the Points can be reinstated to your account, then the cash reward will be forfeited (except if your Signature Rewards card has been reported as lost or stolen, subject to verification). Obtaining a Signature Rewards card does not establish an IRA account at Merrill Lynch, nor does it guarantee Merrill Lynch will establish or maintain an IRA account for you. Points are not automatically redeemed for contribution to an IRA account. Points are only redeemed for contribution to a Merrill Lynch Eligible IRA upon your request, and subject to the terms of these Program Rules and the agreements and terms and conditions that govern the Merrill Lynch Eligible IRA. Points may not be redeemed for a contribution to an IRA account other than an IRA account at Merrill Lynch. Points redeemed for contribution to your Merrill Lynch Eligible IRA will be treated as a contribution for the year in which the contribution is made (unless you direct us to treat it as a prior year contribution at least ten (10) days before the deadline for making prior year contributions) and will be subject to the IRS contribution limits that apply to your Merrill Lynch Eligible IRA and deadlines established by Merrill Lynch. For example, 2010 Tax Year Contributions must be made by April 7, 2011.

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Cash Rewards

41. Redeem Points for a variety of cash rewards either by calling 1.800.419.0000 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 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 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 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 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. 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 us 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

42. Redeem Points for a variety of charitable donations either by calling 1.800.419.0000 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

43. Reward of Choice (ROC) and cash back are rewards that allows 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 1.800.419.0000. 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 CMA or Beyond Banking account upon redemption. No returns or refunds for ROC or cash back items are allowed.

44. Special Events are a service provided to Signature Rewards cardholders to redeem Points for "members only" event access, as advertised in Program communications throughout the year. Offers are subject to availability and are non-refundable. Redemptions for Special Event offers are redeemed on a Points-only or a Points-plus-debit basis, as specified. Any additional costs associated with Special Event offers must be paid using the cardholder's Signature Rewards card. Merrill Lynch reserves the right to cancel events if minimum number of participants is not met, as determined by offer.

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Concierge Service

45. To access the Merrill Lynch Concierge Service, call 1.800.419.0000. The 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: (i) 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 do not make any 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.

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Updates

46. Current Program materials (i) reside within the Rewards Center on the card.ml.com web site, and contain all the currently available rewards, benefits, and associated terms and conditions; (ii) replace all previous Beyond Rewards program guides and previous postings to the Rewards Center on the card.ml.com web site; and (iii) are also available by calling the Rewards & Benefit Center at 1.800.419.0000.

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AlertPlus™ Credit Monitoring (a fee-based option)

47. When you order your free credit report, you will begin your free trial membership in AlertPlus™ Credit Monitoring. If you do not cancel your membership within the 30-day trial period, you will be billed \$9.95 for each month that you continue your membership. Under a federal law, you have the right to receive a free copy of your credit report once every twelve (12) months from each of the three nationwide consumer reporting companies. To request your free annual report under that law, you must go to annualcreditreport.com. Merrill Lynch is not affiliated with the annual free credit report program. AlertPlus identity theft insurance coverage is up to \$25,000 (\$10,000 for New York State residents). Insurance coverage is not available in U.S. overseas commonwealth or territories (i.e., Puerto Rico).

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Preferred Identity Theft Restoration

48. Identity Theft Restoration assistance will be provided as appropriate on a case-by-case basis. Merrill Lynch will provide any assistance needed with paperwork and phone calls during the restoration. However, certain agencies or institutions may require that clients be on the phone with the Merrill Lynch Identity Theft Restoration representative when calls are made to those entities as part of the restoration process. Certain agencies may also require clients to send the original paperwork directly to them as part of the process. Merrill Lynch makes no guarantee that after the restoration process is completed, the assisted client's credit scores, as provided by the credit bureaus, will be restored to the same level as the client had prior to the identity theft event. Preferred Identity Theft Restoration is an exclusive program offered only to current consumer Signature Rewards cardholders and is not offered on the other Beyond Rewards Program cards, including Visa Business Signature Rewards cards. U.S. residency required.

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

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PARTNER BENEFITS

AIRLINES

50. 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 (premier 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 1.800.419.0000. 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 codeshare 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 record 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

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 1.800.419.0000. The standard booking fee of \$25 per ticket will apply. For tickets purchased in connection with a Merrill Points redemption ticket, the booking fee is \$15 per ticket. 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 codeshare 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

Offer valid when requested at time of booking. Merrill Points may be converted in any increment of 5,000. This offer is not eligible for frequent flier 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 six weeks after the date the conversion is made. Travelers should plan travel early as inventory is restricted by the airline. 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 in 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.

51. Delta Air Lines

a) 50% off the Purchase of Two Full-Fare Business Class Tickets - +2/+3 Status Levels

Offer valid when requested at time of booking. Tickets must be booked and ticketed by calling your Merrill Lynch Travel Advisor at 1.800.419.0000 using your Signature Rewards card or redeeming Merrill Points. Valid for flights booked by December 31, 2010 with travel completed by March 31, 2011.

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, LAX-Los Angeles, JFK-New York John F. Kennedy, PHX-Phoenix, PHL-Philadelphia, SFO-San Francisco, BWI-Baltimore, IAD-Washington Dulles and DCA-Washington National. No DL codeshare 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 Codeshare and "Delta Connection" Flights: Fares and travel are not valid via DL codeshare 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 1.800.419.0000 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 will apply. The booking fee for tickets purchased as a companion ticket in connection with a Merrill Points redemption ticket is \$15 per ticket. 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 airfares. Check with your Merrill Lynch Travel Advisor for more details. Booking fee is non-refundable. 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 1.800.419.0000 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 will apply. The booking fee for tickets purchased as a companion ticket in connection with a Merrill Points redemption ticket is \$15 per ticket. 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](#) – see Airport Lounge

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52. 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 - +3 Status Level](#)

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 on their next Marquis Jet purchase. 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 (538.6790) 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 - +3 Status Level](#)

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. Marquis Jet Card Owners acquire a 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 sets the Marquis Jet Card. Card prices applicable to the Marquis Jet North American Program through December 31, 2010. Prices indicated for both domestic and international transportation 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_information). 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), as well as related foreign taxes, fees and charges which vary by destination and are shown at www.marquis.jet.com/system/pdfs/international.pdf.

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 1.866.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. 9, 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 - +3 Status Level](#)

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 (two-hour minimum per trip) anywhere in the continental U.S. There will be a two-hour minimum charge per trip for

"no-show" trips, trips cancelled within two hours of scheduled pickup time and trips changed to a later scheduled pickup time within two 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 1.866.4.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 - +3 Status Level

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 G200	standard: 724,000
Falcon 2000EX/2000	standard: 827,000
Gulfstream G450/G400	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, 1.800.419.0000, 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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AIRPORT LOUNGES

Offer is valid through December 31, 2010. Cardholders must reach the +3 Status Level by spending \$50,000 in net retail purchases on their Signature Rewards card(s) in a calendar year to qualify to receive a one-year airport lounge membership or they can redeem Merrill Points (see below). To participate and receive membership, cardholders will be required to phone the Rewards & Benefits Center at 1.800.419.0000 where their eligibility will be verified. One lounge membership is allowed per qualifying account.

53. Priority Pass™

Airport Lounge Membership – Status Level +3

The Priority Pass Status Level +3 benefit offers ten (10) free lounge visits as part of a cardholder's complimentary membership. Such visits may apply to cardholders and/or accompanying guest(s). Following the first ten (10) visits, cardholders pay any lounge fees for themselves and their guest(s) at the applicable lounge visit fee. The current lounge visit fee is \$27 per person per visit. The invitation of a guest(s) reduces the number of remaining complimentary visits. For example, a cardholder accompanied by two (2) guests is counted as three (3) visits. Participating lounges are updated regularly. Members are urged to check prioritypass.com prior to all travel to locate participating lounges. Signature Rewards card number/expiration information must be provided at time of enrollment and any paid visits will be charged to that account. It is the cardholder's responsibility to update the SIGNATURE REWARDS card number and/or expiration date information either online at prioritypass.com or by calling Priority Pass directly. Each membership may take four (4) to six (6) weeks to process. At the time of enrollment, cardholders must authorize Priority Pass to charge the visit fees in excess of the ten (10) free visits to their Signature Rewards card and to abide by the Conditions of Use found below, in the lounge directory and on the Priority Pass website prioritypass.com. Cardholders will be liable for any disputed charges and chargeback fees, supported by a record of visit from Priority Pass. Cardholders must present their Priority Pass membership card in order to access any and all participating airport lounges. No other card or form of identification is accepted. The following Conditions of Use apply to Priority Pass membership:

- The Priority Pass card is not transferable and is only valid up to its date of expiry and when it has been signed by the cardholder. The card may not be used by any person other than the cardholder.
- The Priority Pass card is not a payment card nor is it proof of creditworthiness and attempts to use it as such could constitute fraud.
- Admittance to the lounges is conditional upon presentation of a valid Priority Pass card only. Payment cards will not be accepted as substitutes for the Priority Pass card.
- Lounge visits are subject to a per person per visit charge. Where applicable (dependent upon membership plan), all such visits, including those by accompanying guests, shall be debited to the cardholder's payment card by (i) Priority Pass or (ii) the card issuer as per the rates and terms notified by (i) Priority Pass or (ii) the card issuer to the cardholder in respect of his/her Priority Pass membership. Any changes in lounge visit charges shall be notified to the card issuer, who is responsible for advising the cardholder. The Priority Pass Group of companies cannot be held responsible for any disputes that may occur between the cardholder and the card issuer nor for any loss incurred by the cardholder relating to any lounge visit charges debited by the card issuer.
- When presenting the Priority Pass card on entering the lounge, lounge staff will take an imprint of the card and issue a 'Record of Visit' voucher to the cardholder or make a log entry. Some lounges have electronic card readers, which will take the cardholder's details off the magnetic strip on the reverse side of the Priority Pass card. Where applicable, the cardholder must sign the 'Record of Visit' voucher, which will also reflect the exact number of accompanying guests, if any, but does not show any per person per visit charge. The charge per visit for the cardholder, where relevant, and that for any guests will be based on the 'Record of Visit' voucher/log submitted by the lounge operator.
- While it is the responsibility of the lounge staff to ensure a voucher imprint/log is made of the Priority Pass card, the cardholder is responsible for ensuring the 'Record of Visit' voucher/log correctly reflects their own usage and that of any guests at the time of using the lounge. Where applicable, the cardholder is responsible for retaining the 'Cardholder's' copy of the 'Record of Visit' voucher presented to them at the lounge.
- All participating lounges are owned and operated by third party organisations. The cardholder and accompanying guests must abide by the rules and policies of each participating lounge/club. Access may be restricted due to space constraints but this will be wholly at the discretion of each individual lounge operator. The Priority Pass group of companies has no control over the facilities offered, the opening/closing times or the personnel employed by the lounges. The administrators of Priority Pass will use every endeavour to ensure the benefits and facilities are available as advertised, but the Priority Pass group of companies does not warrant nor guarantee in any way that said benefits and facilities will be available at the time of the cardholder's visit. Neither is the Priority Pass group of companies liable for any loss to the cardholder, or any accompanying guests, arising from the provision or non-provision whether in whole or in part) of any of the advertised benefits and facilities. All accompanying children (where permitted) will be subject to the full guest fee unless otherwise stated in the lounge listing.
- Participating lounges may reserve the right to enforce a maximum stay policy (usually 3-4 hours) to prevent overcrowding. This is at the discretion of the individual lounge operator who may impose a charge for extended stays.
- Participating lounges have no contractual obligation to announce flights and the Priority Pass group of companies shall not be held liable for any direct or indirect loss resulting out of any cardholder and/or accompanying guests failing to board their flight(s).
- The provision of free alcoholic drinks (where local law permits) is at the discretion of each lounge operator and in some cases may be limited. In such cases the cardholder is responsible for paying any charges for additional consumption direct to the lounge staff. (See individual lounge descriptions for details.)
- Telephone facilities (where available) vary from lounge to lounge and are provided at the lounge operator's discretion. Free usage is normally limited to local calls only. Fax, Shower, Internet and Wi-fi charges (where applicable) are at the discretion of each lounge operator and the cardholder is responsible for paying these direct to the lounge staff.

- Admittance to lounges is strictly subject to cardholders and any guests being in possession of a valid flight ticket for the same day of travel. Outside the US, flight tickets must be accompanied by a valid boarding pass for a departing flight, i.e. outbound passengers only. Please note some lounges in Europe are located within designated Schengen areas of the airport which means that access is only provided to these lounges if members are travelling between Schengen countries. (Austria, Belgium, Denmark, Finland, France, Germany, Greece, The Netherlands, Iceland, Italy, Luxembourg, Norway, Portugal, Spain and Sweden).
- Admittance to lounges is subject to members and any guests (including children) behaving and dressing (no shorts allowed outside of the USA) in an orderly and correct manner. Any infants or children causing upset to other users' comfort may be asked to vacate the lounge facilities. The Priority Pass group of companies is not liable for any loss suffered by the member and any guests where a lounge operator has refused admission because the member and/or guests have not complied with these conditions.
- Lost, stolen or damaged Priority Pass cards are to be notified immediately to (i) the Priority Pass office from which the card was issued or (ii) to the card issuer, who shall be responsible for providing a replacement card. A charge of USD25 may be levied.
- In the event of the cardholder cancelling or not renewing their (i) Priority Pass membership or (ii) payment card with the card issuer, the Priority Pass card shall be invalid effective from the cancellation date of their (i) Priority Pass membership or (ii) payment card. Any lounge visits made by a cardholder using an invalid card, including any guests, shall be charged to the cardholder.
- Renewal terms and conditions are at the discretion of Priority Pass Ltd. Priority Pass Ltd has the right to refuse membership to people who are employed by or contracted to an airline, airport or a Government in respect of airline or airport security.
- The Priority Pass group of companies shall not be held responsible for any disputes that may occur between the cardholder and/or any guests and a lounge operator.
- The Priority Pass group of companies reserves the right at any time at its absolute discretion and without notice to revoke membership in Priority Pass. Where applicable a proportional refund of the annual fee/enrolment fee (whichever is applicable) will be made provided revocation has not been made because of fraud by the cardholder.
- The cardholder agrees that s/he will defend and indemnify the Priority Pass group of companies, its directors, officers, employees and agents (collectively 'the indemnified parties') against and hold each indemnified party harmless from all liabilities, damages, losses, claims, suits, judgments, costs and expenses (including reasonable attorney's fees) for injury to or death of any person or damage to or destruction of any property arising out of the use of any lounge by the cardholder or any guests or any person in said lounge at the behest of the cardholder, except that such indemnification shall not extend to acts of gross negligence or willful misconduct by the indemnified parties.

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54. American Admirals[®] Club

a) Lounge Benefit – Status Level +3

Membership is valid for one year beginning in the month requested or, if cardholder has a current membership, one year will be added to the expiration date. May take four (4) to six (6) weeks to process. Admirals Club[®] membership terms and conditions apply. Full terms and conditions for Admirals Club[®] membership are available for review at aa.com/admiralsclub. Offer valid through December 31, 2010 but cardholders should call no later than March 31, 2011 to sign up. Memberships in the Admirals Club[®] program are non-transferable, non-refundable and void if sold for cash or other consideration. Membership void where prohibited by applicable law. If cardholder loses her/his membership card for the Admirals Club[®], the replacement fee is twenty-five dollars (\$25.00). Products and services are subject to change without notice.

b) Redemption for Annual Membership

Memberships in the Admirals Club[®] program are non-transferable, non-refundable and void if sold for cash or other consideration. Membership void where prohibited by applicable law. Membership is valid for one year beginning in the month requested or, if cardholder has a current membership, one year will be added to the expiration date. If cardholder loses her/his membership card for the Admirals Club[®], the replacement fee is twenty-five dollars (\$25.00). 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 for Admirals Club[®] membership are available for review at aa.com/admiralsclub. Admirals Club[®] membership is open to all persons 18 years of age or older. To redeem your Merrill Points for an Admirals Club membership, call the Rewards & Benefits Center at 1.800.419.0000 and say "Visa Rewards."

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55. Delta Sky Club

a) Lounge Benefit – Status Level +3

Membership is valid for one year beginning in the month requested or, if cardholder has a current membership, one year will be added to the expiration date. May take four (4) to six (6) weeks to process. Delta Sky Club membership terms, conditions and house rules apply. Full the complete Delta Sky Club terms, conditions and house rules, please visit delta.com/skyclub. Offer valid through December 31, 2010. Delta Sky Club membership is non-transferable, non-refundable. You must be at least 21 years of age for Club membership or access. Delta 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.

b) Redemption for Annual Membership

All Delta Sky Club membership terms, conditions and house rules apply. Full the complete Delta Sky Club terms, conditions and house rules, please visit delta.com/skyclub. Delta Sky Club membership is non-transferable, non-refundable. . You must be at least 21 years of age for Club membership or access. Delta reserves the right to revise it 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 an Delta Sky Club membership, call the Rewards& Benefits Center at 1.800.419.0000 and say "Visa Rewards."

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CAR RENTAL

56. Hertz

Offer valid only when requested at the time of booking. Offers valid for vehicle pickup through December 31, 2010. Discount refers to the up to 20% savings. Discounts apply to rentals at participating locations in the U.S., Canada and Puerto Rico. Visit hertz.com for a list of participating locations. Only one promotion (PC#) can be used per rental. Advance reservations required. Subject to availability, these offers are redeemable at participating Hertz locations in the U.S., Canada and Puerto Rico. For the Hertz NeverLost offer, the two free days value is deducted from the NeverLost rental fee charged and is redeemable at participating locations in the U.S. and Canada, subject to NeverLost-equipped vehicle availability. The Hertz \$20 off weekly offer requires a rental of at least five days at Hertz Standard or Leisure Weekly Rates. The minimum age for Hertz #1 Club Gold enrollment is 25 (exceptions apply) and is limited to one membership per qualifying account. These offers have no cash value, may not be used with Tour Rates or Insurance Replacement Rates and cannot be combined with any other certificate, voucher, offer or promotion. Hertz age, driver, and credit qualifications for the renting location apply. Taxes, tax reimbursement, age differential charges, fees and optional service charges, such as refueling, are not included. Discounts apply to time and mileage charges only. Discounts in local currency on redemption.

[Complimentary Hertz #1 Club Gold Membership - +3 Status Level](#)

[Receive \\$20 Off Weekly and \\$15 Off Weekend Rentals of Any Car Class and up to 20% Savings - +2/+3 Status Levels](#)

[Receive Two Free Days of Hertz NeverLost® Navigation System on Five-Day Rental and up to 20% Savings – +2/+3 Status Level](#)

a) [Save \\$20 Weekly and \\$15 Off Weekends on Any Car Class – All Status Levels](#)

Advance reservations required. Subject to availability, this offer is redeemable at participating Hertz locations in the U.S., Canada and Puerto Rico. This offer has no cash value, may not be used with Pre-Pay Rates, Tour Rates or Insurance Replacement Rates and cannot be combined with each other or with any other certificate, voucher, offer or promotion. Hertz age, driver, credit and qualifying weekly or weekend rate restrictions for the renting location apply. Taxes, tax reimbursement, age differential charges, fees and optional service charges, such as refueling, are not included. Discounts apply to time and mileage charges only. Discounts in local currency on redemption. Offers valid for vehicle pick-up on or before December 31, 2010.

b) [\\$20 Off Weekend and \\$30 Off Weekly Collection Vehicles – All Status Levels](#)

Advance reservations required. At select locations, this Collection vehicle offer saves you \$20 on a minimum two-day weekend or \$30 off a weekly rental of a Green, Fun or Prestige Collection vehicle in the U.S., or a Green Collection vehicle in Canada, Not all vehicles, vehicle equipment and services are available at all locations. Vehicles are subject to availability. This offer has no cash value, may not be used with Prepay Rates, Tour Rates or Insurance Replacement Rates and cannot be combined with any other certificate, voucher, offer or promotion. Hertz age, driver, credit and qualifying weekend or weekly rate restrictions for the renting location apply. Taxes, tax reimbursement, age differential charges, fees and optional service charges, such as refueling, are not included. Discounts apply to time and mileage charges only. Discounts in local currency on redemption. Offer valid for vehicle pick-up on or before December 31, 2010.

c) [\\$10 Off Weekend and \\$15 Off Weekly Rentals at Hertz Local Edition Locations – All Status Levels](#)

Advance reservations required. Subject to availability, this offer is redeemable at participating Hertz Off Airport locations in the U.S., Canada and Puerto Rico. This offer has no cash value, may not be used with Pre-Pay Rates, Tour Rates or Insurance Replacement Rates and cannot be combined with each other or with any other certificate, voucher, offer or promotion. Hertz age, driver, credit and qualifying weekly or weekend rate restrictions for the renting location apply. Taxes, tax reimbursement, age differential charges, fees and optional service charges, such as refueling, are not included. Discounts apply to time and mileage charges only. Discounts in local currency on redemption. This offer is valid for vehicle pick-up on or before December 31, 2010.

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CRUISES

57. Merrill Lynch Cruise Program – booked through Merrill Lynch Concierge

a) [Double Merrill Points Offer](#)

Double Merrill Points will be awarded on final payments made before December 31, 2010 for new cruise bookings. Payments made on or after January 1, 2011 will receive the standard one Merrill Point per dollar spent. All cruise bookings and cancellations must be made through a Merrill Lynch Travel Advisor at 1.800.419.0000 and paid for with a Signature Rewards card in order to earn double Merrill Points. Double Merrill Points are calculated on the cruise rate inclusive of applicable port and/or government taxes and fees. Double Merrill Points will not be awarded on any amounts of a cruise paid for by Merrill Points. Double Merrill Points offer is not applicable to independent air, hotel, car rental and/or travel insurance booked in conjunction with the cruise purchase. Cancellation of the cruise booking will result in the debiting of the earned Merrill Points. Double Merrill Points awarded on new bookings only.

Allow ten (10) to twelve (12) weeks for double Merrill Points to appear on your Merrill Lynch statement. If a customer cancels a cruise after receiving double Merrill Points, the double Merrill Points will be recalled and credited back to Merrill Lynch at the time of cancellation. If a customer has already used double Merrill Points and his or her balance is zero, Merrill Points will be reclaimed as soon as they are earned.

b) Redeem Merrill Points for Dollars Off Cruise or Tour Travel – booked through Merrill Lynch Concierge

Valid for travel booked by December 31, 2010. Cruise dollars off rewards must be redeemed through Merrill Lynch Concierge by calling 1.800.419.0000. Cruise rewards may not be used retroactively or to pay the cost of the cruise deposit. The cruise deposit will not be effective until you have tendered final payment. Merrill Points may be redeemed in increments of 10,000. For every 10,000 Merrill Points redeemed, a value of \$100 will be applied towards the cost of a cruise booked through your Merrill Lynch Concierge. The \$100 reward may be processed as a statement credit against your account. \$100 off cruise travel rewards must be applied in whole amounts and if \$100 reward is over the cost needed, any remaining amount will not be reimbursed or credited. \$100 off cruise travel reward is applied per person not per total to the booking record. Multiple \$100 off cruise travel rewards may be used. Any amount over what the award covers is considered overage and will need to be collected using the client's credit card.

c) Luxury Cruise Experience – booked through Merrill Lynch Concierge

Offer only valid when requested at the time of booking. Offer valid for travel booked by December 31, 2010. Sailing dates, prices and amenities, including exclusive shore events, are current at time of printing and are subject to change without notice. Guests must be booked in featured Luxury Cruise Experience program to receive amenities. The Merrill Lynch Luxury Cruise Experience program applies to first and second passenger only and may be combined with other offers such as shipboard credits or free shore excursions. Additional sailings and rates are available. Offers are subject to availability, at time of booking, and may be altered or withdrawn at any time without notice. Pricing will be confirmed at time of booking. Cancellations, refunds and penalties are imposed by the individual cruise lines. Luxury Cruise Experience amenities may be substituted if a minimum number of guests are not confirmed on any given departure. Some featured excursions may not be suitable for guests in wheelchairs or with walking difficulties due to the uneven terrain at venues. Please note that certain excursions may have specific dress code requirements that would honor the customs of a specific venue. Speak with your Concierge for specific details.

d) Cruise Offers – booked through Merrill Lynch Concierge

Offers are only valid at time of booking and subject to availability. Offer valid for travel booked by December 31, 2010. Must be booked through your Merrill Lynch Concierge and paid with your Signature Rewards card. Cruise rates are per person, cruise only, plus government taxes, fees and port charges, unless otherwise specified, and are based on double occupancy on select sail dates and in U.S. dollars. Government taxes, fees and port charges are subject to change. Onboard credit value is contingent on room category booked and is based on double occupancy. Onboard value booklets have no cash value. Airfare is not included, unless otherwise specified. Offer may not be combined with any other offer or promotion on the same reservation. All itineraries and prices are current at the time of printing and are subject to change without notice. Government fees and taxes are additional. Amenities may vary by sail date. Cruise lines reserve to reinstate the full supplement for guests should the price of oil increase above \$70 per barrel even if the fare has already been paid in full. Passengers are required to comply with U.S. government passport requirements, including cruise registration and verification programs. Not responsible for omissions or printing errors, or passenger passport confirmations with cruise lines. Rates listed are subject to change and availability. Rates based on category listed. Other restrictions may apply. Credits are given at time of final payment. Credits not refunded if cruise is cancelled. Merrill Lynch Travel Advisor will review all applicable Private Inventory sailings for special amenities. Private Inventory space is held on select sailings, based on availability and can be withdrawn at any time. Call your Merrill Lynch Travel Advisor at 1.800.419.0000 for complete details on sailings dates and offers. Cruise lines reserve the right to change itinerary for reasons like weather, political unrest, etc.

Azamara Cruises – booked through Merrill Lynch Concierge

All staterooms include complimentary butler service, a daily fruit basket, fresh cut flowers, 24-hour room service, complimentary shoe shine, two nights of complimentary special dining which offers a more intimate dining experience and use of binoculars, umbrellas and robes. Also included is wine selection at lunch and dinner, gratuities, specialty coffees, soda and water. Shipboard credits may be used for any onboard purchase during your cruise. It may not be applied to future trips. Terms of shipboard credit use subject to change without notice.

Crystal Cruises – booked through Merrill Lynch Concierge

Offers are subject to availability. Offer is capacity controlled and may be withdrawn at anytime. Shipboard credit offer only applies to first two guests in stateroom or suite. Credit is not redeemable for cash and cannot be used in the casino, for bingo, towards future booking deposits, or on gratuities. Your cruise fare includes all normal shipboard services and facilities, plus all non-alcoholic beverages. The cruise fare does not include: security and handling charges, fuel surcharges, airfare, transfers, shore excursions, sightseeing or meals ashore, taxes, gratuities, liquor, wines, laundry or valet services, telephone, Internet and e-mail communications, or any items or service of a personal nature such as massage, spa services and hairstyling unless otherwise noted. Offer subject to change without notice.

MSC Cruise Lines – booked through Merrill Lynch Concierge

\$100 shipboard credit per stateroom available on all 2010 Caribbean and New England sailings when booking Superior Balcony, categories 9 – 11. Shipboard credits may be used for any purchases on the ship. Shipboard credits may not be used for a future trip. Terms of shipboard credit use subject to change without notice. Prices are U.S. dollar per person, including tax, cruise-only based on double occupancy for residents of U.S. and Canada and are subject to change. Children 17 and younger sail free when traveling in same stateroom with two full fare paying passengers. Offers are capacity controlled, subject to availability and restrictions apply. Ship's registry: Panama.


Norwegian Cruise Line (NCL) – booked through Merrill Lynch Concierge

Savings is subtracted from base cost of cruise not including government taxes and port charges. Prices listed include

government taxes and port charges. Promotion cannot be held as group block. Singles paying 200% of the rate are eligible. Categories not combinable with offer: N, M, L, HH, H, BE, BI, BH, BF. Dollars off offer applies to select room categories. Speak with Merrill Lynch Concierge for a list of applicable sailings. Offers are based on availability, are capacity controlled, and combinability with other offers is subject to change or cancellation at any time per NCL discretion. Other restrictions may apply.

Regent Seven Seas Cruises – booked through Merrill Lynch Concierge

Fares listed are cruise only in U.S. dollars, per person, based on double occupancy. Government fees and taxes relating to the availability, may not be combinable with other offers, are capacity controlled and may be withdrawn at any time without prior notice. Free Unlimited Shore Excursion Reservations are accepted on a first-come, first-served basis and subject to availability. Supplement will apply on Regent Choice excursions and excludes Private Arrangements and all Adventures Ashore programs. Restrictions apply and penalties apply 36 hours prior to shore excursion start date. Shipboard credits may be used for any purchases except in the casino, on gratuities, or for a future trip. Terms of shipboard credit use subject to change without notice.

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58. Merrill Lynch Cruise Program – booked through Merrill Lynch Travel Advisor

a) **Double Merrill Points Offer** – booked through Merrill Lynch Travel Advisor

Double Merrill Points will be awarded on final payments made before December 31, 2010 for new cruise bookings. Payments made on or after January 1, 2011 will receive the standard one Merrill Point per dollar spent. All cruise bookings and cancellations must be made through a Merrill Lynch Travel Advisor at 1.800.419.0000 and paid for with a SIGNATURE REWARDS card in order to earn double Merrill Points. Double Merrill Points are calculated on the cruise rate inclusive of applicable port and/or government taxes and fees. Double Merrill Points will not be awarded on any amounts of a cruise paid for by Merrill Points. Double Merrill Points offer is not applicable to independent air, hotel, car rental and/or travel insurance booked in conjunction with the cruise purchase. Cancellation of the cruise booking will result in the debiting of the earned Merrill Points. Double Merrill Points awarded on new bookings only. Allow ten (10) to twelve (12) weeks for double Merrill Points to appear on your Merrill Lynch statement. If a cardholder cancels a cruise after receiving double Merrill Points, the double Merrill Points will be recalled and credited back to Merrill Lynch at the time of cancellation. If a cardholder has already used double Merrill Points and his or her balance is zero, Merrill Points will be reclaimed as soon as they are earned.

b) **Cruise or Tour Dollars Off** – booked through Merrill Lynch Travel Advisor

Offers are only valid at time of booking and subject to availability. Offer valid for travel booked by December 31, 2010. Must be booked through your Merrill Lynch Travel Advisor and paid with a SIGNATURE REWARDS card. Cruise rates are per person, cruise only, plus government taxes, fees and port charges, unless otherwise specified, and are based on double occupancy on select sail dates and in U.S. dollars. Government taxes, fees and port charges are subject to change. Shipboard credit value is contingent on room category booked and is based on double occupancy. Onboard value booklets have no cash value. Airfare is not included, unless otherwise specified. Offer may not be combined with any other offer or promotion on the same reservation. All itineraries and prices are current at the time of printing and are subject to change without notice. Amenities may vary by sail date. Cruise lines reserve the right to reinstate the full supplement for guests should the price of oil increase above \$70 per barrel even if the fare has already been paid in full. Passengers are required to comply with U.S. government passport requirements, including cruise registration and verification programs. Not responsible for omissions or printing errors, or passenger passport confirmations with cruise lines. Rates are subject to change and availability. Credits are given at time of final payment. There is a \$50 fee per transaction for all modifications, exchanges or cancellations in addition to any fees applied by the cruise line. Credits not refunded if cruise is cancelled. Other restrictions may apply. Merrill Lynch Travel Advisor will review all applicable Private Inventory sailings for special amenities. Private Inventory space is held on select sailings, based on availability and can be withdrawn at any time. Call your Merrill Lynch Travel Advisor at 1.800.419.0000 for complete details on sailings dates and offers. Cruise lines reserve the right to change itinerary for reasons like weather, political unrest, etc.

c) **Cruise Offers** – booked through Merrill Lynch Travel Advisor

Offers are only valid at time of booking and subject to availability. Offer valid for travel booked by December 31, 2010. Must be booked through your Merrill Lynch Travel Advisor and paid with a SIGNATURE REWARDS card. Cruise rates are per person, cruise only, plus government taxes, fees and port charges, unless otherwise specified, and are based on double occupancy on select sail dates and in U.S. dollars. Government taxes, fees and port charges are subject to change. Shipboard credit value is contingent on room category booked and is based on double occupancy. Onboard value booklets have no cash value. Airfare is not included, unless otherwise specified. Offer may not be combined with any other offer or promotion on the same reservation. All itineraries and prices are current at the time of printing and are subject to change without notice. Amenities may vary by sail date. Cruise lines reserve the right to reinstate the full supplement for guests should the price of oil increase above \$70 per barrel even if the fare has already been paid in full. Passengers are required to comply with U.S. government passport requirements, including cruise registration and verification programs. Not responsible for omissions or printing errors, or passenger passport confirmations with cruise lines. Rates are subject to change and availability. Credits are given at time of final payment. There is a \$50 fee per transaction for all modifications, exchanges or cancellations in addition to any fees applied by the cruise line. Credits not refunded if cruise is cancelled. Other restrictions may apply. Merrill Lynch Travel Advisor will review all applicable Private Inventory sailings for special amenities. Private Inventory space is held on select sailings, based on availability and can be withdrawn at any time. Call your Merrill Lynch Travel Advisor at 1.800.419.0000 for complete details on sailings dates and offers. Cruise lines reserve the right to change itinerary for reasons like weather, political unrest, etc.

Azamara Club Cruises – booked through Merrill Lynch Travel Advisor

Offer valid only when requested at the time of booking. Offer valid for travel booked by December 31, 2010. Rates are per person, cruise only, in USD, and based on double occupancy. Rates vary by ship, departure date, and category. All offers and itineraries are subject to change without notice, and offers may be withdrawn at any time. Government taxes and fees are additional. Other terms, restrictions and conditions apply. Complimentary upgrade offer is subject to availability. Shipboard Spending Credit (OSC) is in U.S. Dollars; per stateroom; has no cash value; is not redeemable for cash; is not transferable;

cannot be combined with other shipboard credits on the same reservation; and will expire if not used by 10 p.m. on the last evening of the guests' voyage. Guests purchasing single occupancy rates will receive the full stateroom rate. No action required by consumer or agent for redemption. Onboard spending credit will be applied by Azamara Club Cruises via internal option code to applicable bookings, within 15 days from booking creation. Shipboard spending credit is valid for new individual bookings made in Oceanview, Veranda, or Suite staterooms by December 31, 2010.

Carnival Cruise Lines – booked through Merrill Lynch Travel Advisor

Carnival reserves the right to reinstate the fuel supplement for all guests at up to \$9 per person per day if the NYMEX oil price exceeds \$70 per barrel. Offer valid only when requested at the time of booking. Complimentary double upgrade, subject to availability, is available on Carnival cruises booked between **October 1 and November 30, 2010**. The two-category upgrade is valid on select departures. Category upgrades are permitted within stateroom accommodation types; interior to interior, ocean view to ocean view and balcony to balcony. Limited ocean view upgrades maybe be available on select ships. Category restrictions and exclusions apply. Carnival reserves the right to blackout sailings from the cruise sale due to limited availability. Cruise sale upgrades may not be available on holiday or peak season departures. Ships' Registry: The Bahamas & Panama.

Celebrity Cruises – booked through Merrill Lynch Travel Advisor

Offer valid only when requested at the time of booking. Offer valid for travel booked by December 31, 2010. Book any Celebrity European cruise of eight nights or longer and receive a \$100 shipboard credit per stateroom to spend shipboard and also choose one onboard Celebrity Life experience (value up to \$100) of your choice. Book any Celebrity Caribbean cruise of seven nights or longer and receive a \$50 shipboard credit to spend onboard per stateroom.

Crystal Cruises – booked through Merrill Lynch Travel Advisor

Offer valid only when requested at the time of booking. Offer valid for travel booked by December 31, 2010. Prices are per person based on double occupancy, subject to availability and change without notice and are not guaranteed until paid in full. Amenities may vary by category. Port, security and handling charges are additional. All voyages have Free economy air from the following gateways only: BOS, JFK, EWR, BWI, IAD, PHL, YUL, YYZ, ATL, MCO, MIA, TPA, DTW, MSP, ORD, DEN, DFW, IAH, SEA, YVR, LAX, PHX, SFO. Europe voyages have free business class air in suite categories. Add-ons for other gateways are available from Crystal Cruises' designated gateway cities in the U.S. and Canada. Air routing, scheduling and carrier selections are at the discretion of Crystal Cruises. Free air, when indicated, is included in the published fare. Free Air Program includes transfers. If a guest chooses not to participate in the available Free Air Program, the cruise-only air credit will be credited against the published fare. Shipboard credit applies to first two guests in a stateroom and is not redeemable for cash, may not be used in the casino, for bingo, or toward future booking deposit. Restrictions apply. Ships' Registry: The Bahamas.

Holland America Line – booked through Merrill Lynch Travel Advisor

Offer valid only when requested at the time of booking. Offer valid for travel booked by December 31, 2010. Offer not combinable with other pre-cruise and shipboard discounts and promotions. Coupons are not refundable, non-transferable and have no cash value. The Onboard Value Booklet includes Terms and Conditions on specific offers. Total shipboard savings booklet is calculated based on the total savings amount available. Only Value Booklets distributed on board will be valid. All offers require a purchase to receive the discounted item. All amounts in U.S. dollars. Cannot be used in conjunction with any promotional programs, sale items, Mariner Society[®], Holland America Line discounts or any other discount programs. Subject to availability. No photocopies. Ship's Registry: The Netherlands.

Norwegian Cruise Line – booked through Merrill Lynch Travel Advisor

Offer valid only when requested at the time of booking. Offer must be booked by December 31, 2010. Sailings for five nights or longer or more days will receive \$300 shipboard credit per stateroom when booking a suite or garden villa stateroom. Sailings for one to four nights will receive \$150 shipboard credit per stateroom when booking a suite or garden villa. Shipboard credit may be used for any onboard purchases. Shipboard Credit amount is per stateroom, based on cruise length booked and will be applied to the first and second guest in the stateroom. Mini-Suites are excluded and do not qualify to receive the shipboard credit offers. Shipboard credit has no cash value and is not transferable. Singles paying 200% of the rate are eligible to receive shipboard credit amount. Ships' registry: The Bahamas and the United States of America.

Oceania Cruises – booked through Merrill Lynch Travel Advisor

Offer valid only when requested at the time of booking. Offer valid for travel booked by December 31, 2010. Fares are per guest based on double occupancy. All advertised fares are subject to availability at time of booking. Any indicated discounts for third and fourth guests and single supplement savings are off applicable rates. All fares listed are in U.S. dollars, per person, based on double occupancy and include Non-Commissionable Fares. Cruise Ship Fuel Surcharge may apply. Offer is subject to availability, may not be combinable with other offers, is capacity controlled and may be withdrawn at any time without prior notice. **Complimentary airfare** promotion applies to economy, round-trip flights only from select Oceania Cruises U.S. & Canadian gateways and does not include ground transfers. **Complimentary airfare** is available only from the following Oceania Cruises Primary Air Gateways: ATL, BOS, ORD, DFW, DEN, IAH, LAX, MIA, YUL, JFK, EWR, MCO, PHL, PHX, SAN, SFO, SEA, TPA, YYZ, YVR, IAD. Airline-imposed baggage charges may apply. Airfare is available from all other U.S. and Canadian gateways at an additional charge. Oceania Cruises reserves the right to correct errors or omissions and to change any and all fares, fees and surcharges at any time. Additional terms and conditions may apply. Complete terms and conditions may be found in the Guest Ticket Contract. Ships' Registry: Marshall Islands.

Princess Cruises – booked through Merrill Lynch Travel Advisor

Offer valid only when requested at the time of booking. Offer valid for travel booked by December 31, 2010. Princess fares are per person, cruise only, USD, based on double occupancy group pricing, subject to availability, capacity controlled, may be limited by residency. \$3,040.00 fare applies to Ruby Princess category BD on the May 16, 2011 sailing. \$1,399.00 fare applies to Golden Princess category BD on the May 21, 2011 sailing. \$1,399.00 fare applies to Caribbean Princess category BD on the

May 8, 2011 sailing. \$1,898.00 fare applies to Island Princess, category BD on the May 18, 2011 sailing. Government fees and taxes of up to \$63.71 for Ruby Princess, \$109.19 for Golden Princess, \$107.39 for Caribbean from New York and \$107.31 for Island Princess' Alaska Cruisetour are additional and subject to change. Princess reserves the right to impose a fuel supplement of up to \$9.00 per day per person on all passengers if the NYME oil price exceeds \$70.00 per barrel, even if the fare has already been paid. Other restrictions may apply. Call your Merrill Lynch Travel Advisor for additional terms, conditions and definitions that apply to all bookings. Ships of Bermudan registry.

Regent Seven Seas Cruises – booked through Merrill Lynch Travel Advisor

Offer valid only when requested at the time of booking. Offer valid for travel booked by December 31, 2010. Prices are per person based on double occupancy; subject to availability and change without notice and are not guaranteed until paid in full. Amenities may vary by category. Port, security and handling charges are additional. Free air applies to economy, round-trip flights only from the following U.S. & Canadian gateways: ATL, BOS, CLT, IAD, ORD, DFW, DEN, IAH, LAX, MIA, MSP, EWR, JFK, LGA, MCO, PHL, PHX, SAN, SFO, SEA, TPA, YUL, YVR and YYZ. Free Unlimited Shore Excursion reservations are accepted on a first-come, first-served basis and subject to availability. Supplement will apply on Regent Choice excursions and excludes Private Arrangements and all Adventures Ashore programs. Restrictions apply and cancellation penalties apply 36 hours prior to shore excursion start date. Shipboard credit is per stateroom based on double occupancy. Offer is not combinable with other promotions. Offer is capacity controlled and may be withdrawn at any time. Additional restrictions may apply.

Royal Caribbean – booked through Merrill Lynch Travel Advisor

Offer valid only when requested at the time of booking. Offer valid for travel booked by December 31, 2010 and departing between October 1, 2010 and March 31, 2011. Complimentary dinner and spa treatment offers are valid for new individual bookings only on five-night or longer sailings: For the complimentary spa treatment offer. Once onboard, you may choose from: La Therapie Hydrolift facial; Swedish Massage; Reflexology including massage. Spa offer is limited to one guest per booking. Grandeur of the Seas and Rhapsody of the Seas sailings are excluded from the spa offer and will have a bottle of wine and pair of robes substituted. Dinner offer is per stateroom and only available on port days. Dinner gratuities are included. Each stateroom booked will choose from one of the Specialty Restaurants onboard. 150 Central Park, Izumi and Johnny Rockets restaurants are excluded from this offer. Not all ships contain all specialty restaurants. Dinner offer is limited to one per booking. Bookings must be paid in full to qualify. Offer is not combinable. Details for wine and shipboard value booklet: Offer is good for all new bookings, on any ship, made by February 15, 2011. Offer is combinable with dinner and spa offer.

Silversea – booked through Merrill Lynch Travel Advisor

Offer valid only when requested at the time of booking. Offer valid for travel booked by December 31, 2010. All fares are in USD, based on double occupancy in a Vista Suite and reflect the highest savings available for each voyage. Single supplements start from 25% of the double occupancy fare and may vary by category. Port charges, government fees and taxes are additional and vary by voyage. Fares reflect best available, early booking prices for Silversea voyages, are capacity controlled and likely to increase as the sail date approaches. On select voyages, complimentary air packages may be available to guests. Complimentary air packages are capacity controlled, limited to select gateways and air carriers and routings of Silversea's choosing. Complimentary air packages are subject to availability. Silversea's complimentary Economy air packages are offered from the following 22 gateways only: ATL, BWI, BOS, CLT, MIA, NYC, MCO, PHL, TPA, IAD, ORD, DFW, IAH, MSP, YYZ, DEN, LAX, PHX, SAN, SFO, SEA and YVR. Port charges, security, handling and taxes are additional. For the custom shore excursion by private car, guests are met at the pier by their driver in a private car. Available amenities vary based on sailing date. Restrictions apply. All efforts have been made to ensure the accuracy of the information contained herein. Should an error occur, we reserve the right to correct it. Ships' Registry: The Bahamas.

Windstar Cruises – booked through Merrill Lynch Travel Advisor

Offer valid only when requested at the time of booking. Offer valid for travel booked by December 31, 2010. Maximum \$200 shipboard credit per cabin. Upgrade and shipboard credit is not combinable with any other offers. Complimentary one-category upgrade offer is available for category B ocean view stateroom to be upgraded to a category A ocean view stateroom. Upgrade offer does not apply to suites or owner's cabin staterooms. All fares mentioned above are per person, cruise only, in U.S. dollars and based on double occupancy, include non-discountable amounts and are valid on select departures only. Fares are capacity controlled and can change at any time. Government fees and taxes are additional. Discounted rates for third-person occupancy and singles are available. Offer is capacity controlled and may be withdrawn or modified at any time. Cancellation penalties apply; see brochure for details. Certain restrictions apply.

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HOTELS & RESORTS

59. Elite Island and Resorts – booked through Merrill Lynch Concierge

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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60. Fairmont, Raffles and Swissôtel – booked through Merrill Lynch Travel Advisor

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 1.800.419.0000 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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61. Hawk's Cay Resort – booked through Merrill Lynch Concierge

Offer only valid when requested at the time of booking. Offer valid for travel completed by December 31, 2010. Early check-in/late check out is subject to availability and must be requested at time of booking. Three-night minimum stay required when booking a hotel room or suite. Four-night minimum required when booking accommodations in the Villa portion of the Resort. The 20% discount applies to best available rate and is applicable to all room categories. Discount does not apply to Internet or promotional rates and is not combinable with any other offer. Blackout dates are February 13 – 17, March 26 – April 10, November 24 – 27 and December 23 – 31, 2010. \$20 per night resort fee applies and is not included in the rates.

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62. 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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63. KSL Resorts

Offer valid only when requested at the time of booking 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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64. Mandarin Oriental Group – booked through Merrill Lynch Concierge

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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65. Merrill Lynch International Luxury Hotel Experience – booked through Merrill Lynch Concierge

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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66. Noble House & Spa Terre – booked through Merrill Lynch Concierge

Offer valid only when requested at the time of booking. Offer valid for travel booked and completed by December 31, 2010. Discount applies to all room categories and is subject to availability at time of booking. Discount does not apply to Internet or promotional rates. Room upgrade is subject to availability upon check-in and valid for all room categories at all Noble House properties. Offer may not be combined with any other offer. No blackout dates. Minimum stay requirements will vary by property are subject to change without notice based on demand. See below for minimum stay requirements by property.

Hotel Viking in Newport (Rhode Island)

There is a minimum stay of three consecutive nights for arrivals on April 23, 2010. There is a minimum stay of two consecutive nights for arrivals on May 22, 29; June 19, 26; July 3, 9, 10, 17, 24, 31; August 7, 14, 21, 28; September 4, 11, 18, 25; October 1, 2, 9, 10-12, 16, 2010.

Little Palm Island Resort & Spa in the Florida Keys (Little Torch Key, FL)

There is a minimum stay of two consecutive nights for all arrivals on January 2, 2010. For arrivals during February 12 – 14th, 2010 there is a minimum stay of three consecutive nights.

Ocean Key Resort & Spa in (Key West, FL)

There is a minimum stay of four consecutive nights for arrivals on January 1 and 2, 2010. There is a minimum stay of two consecutive nights on all Friday and Saturday arrivals throughout the year. There is a minimum stay of five consecutive nights for arrivals between October 27 – 31, 2010.

The Paradise Point Resort & Spa (San Diego, CA)

There is a minimum stay of two consecutive nights for all arrivals on Saturdays in June, July, August and September.

Watercolor Vacation Homes (Santa Rosa Beach, FL)

There is a minimum stay of three consecutive nights for arrivals on March 13 – 31, April 1 – 17, May 21 – 31, all of June and July and August 1– 14, 2010.

Watersound Vacation Rentals (Watersound Beach, FL)

There is a minimum stay of three consecutive nights for arrivals on June 26 – 30, 2010 and July 1 – 3, 2010

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67. Real Resorts in Mexico – booked through Merrill Lynch Concierge

Offer only valid when requested at time of booking. Offer valid for travel completed by December 31, 2010. The 10% off the best available rate applies to real-time Internet rates found at realresorts.com. The 10% discount applies to all suite categories except basic categories which are JR Suites at the Gran Caribe, Gran Porto and The Royal in Playa del Carmen and Junior Suites Ocean view at The Royal in Cancun. There is a minimum four-night stay required to receive resort credits. Resort credit may be used toward any of the following resort services: spa/salon; romantic dining; vintage wines; vintage cognacs and tequilas; and personal training. Offer not combinable with any other offer or promotion. Blackout dates are as follows: February 11 – 13, April 1 – 3, April 8 – 10, April 29 – 30, May 1, May 27 – 29, July 1 – 3, September 2 – 4, September 16 – 18, October 7 – 9, November 25 – 27 and December 24 – 31, 2010.

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68. **Resorts in the Caribbean** – booked through Merrill Lynch Concierge

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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69. **Ritz-Carlton Hotels** – booked through Merrill Lynch Concierge

Offer valid only when requested at the time of booking. All stays must be completed by December 31, 2010. You must make your reservation with Merrill Lynch Concierge 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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70. **Zoëtry Wellness & Spa Resorts, Secret and Dreams Resort & Spas** – booked through Merrill Lynch Concierge

Offer only valid when requested at the time of booking. Offer valid for travel completed by December 31, 2010. Resort credits are based on double occupancy with a maximum of two \$100 credits/room (\$200 total). At Zoëtry Wellness and Spa Resorts, the \$200 in resort coupons are distributed in increments of \$50. No more than \$50 worth of resort credits may be used per experience. May be applied towards any of the following: any of the Zoëtry Experiences (Wellness, Lovers, Cultural, Gourmet and Golf), private catamaran cruises, treatments at the Thalasso Center & Spa (not spa product purchases), romantic private dining and specialty

wine purchases. At Dreams and Secrets Resort locations, Resort coupons are provided upon check-in as follows: \$100 spa credit (two coupons at \$40 each and two at \$10 each); \$60 private dining credit (one coupon at \$40 and one at \$20); \$40 premium wine credit (four coupons at \$10). No more than \$40 worth of spa credits may be used per spa treatment; no more than \$60 in credits per dining experience, or \$10 per bottle of wine. Resort coupons are non-transferable, non-refundable, and hold no cash or commercial value. Resort Coupons cannot be applied toward: beauty Salon services and/or Spa product purchases, telephone charges, dolphin experiences, gift shop, boutique purchases, Internet service, marina services and/or the dive shop, medical service, car rentals and travel agency services. Resort Coupons must be redeemed at the time of reservation or service. They are not applicable for tips, taxes, private functions and/or special events such as Christmas and New Year's Gala dinners. Resort Coupons are not cumulative and cannot be combined with any other promotion or special offer. They are only valid during initial stay and cannot be deducted upon check out. The room upgrade and early check-in/late check out are based on availability. Guests can expect to be upgraded to the next applicable room category one level up from their current room type, excluding specialty suites such as honeymoon, and presidential room accommodations. Room types vary by resort. No minimum stay required. Offer not combinable with any other offer or promotion. Airport van transfer is included for Zoëtry Wellness and Spa Resorts only. Transfers to/from Secrets and Dreams Resort locations may be booked through your Concierge and are estimated at an additional \$40 for two people each way. Blackout dates are November 24 – 29 and December 25 – 31, 2010. Offer subject to change without notice.

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HOTEL PACKAGES

71. Fairmont Orchid & Experience – booked through Merrill Lynch Travel Advisor

Offer valid only when requested at the time of booking. Offer valid for travel booked and completed by December 31, 2010. Offer not combinable with any other offer, promotion or discounted rates. Book an Ocean View room category or higher and receive free breakfast for two daily and a complimentary room upgrade from an Ocean View to a Deluxe Ocean View room, or from a Deluxe Ocean View to an Oceanfront room. Suite upgrades are not included. Holiday Policy for travel December 21, 2010 - January 4, 2011: Three-night minimum stay for stays covering December 27, 28 and 29, 2010. Two-night room deposit required at time of booking and is non-refundable effective September 1, 2010. Effective November 1, 2010 full payment required and is non-refundable.

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72. Iberostar Grand Hotels & Resorts – booked through Merrill Lynch Travel Advisor

Offer valid only when requested at the time of booking. Complimentary upgrade offer is valid for travel booked by December 31, 2010. Complimentary round of golf offer is valid for travel booked and completed by December 22, 2010. Complimentary room upgrade and round of golf offers available at the following properties: Iberostar Grand Hotel Rose Hall – Montego Bay, Jamaica, the Iberostar Grand Hotel Paraiso – Riviera Maya, Mexico, and the Iberostar Grand Hotel Bavaro – Punta Cana, Dominican Republic. Three-night minimum stay required to receive the one-category room upgrade. Guests staying four nights or less will receive one free round of golf per person, per room and guests staying five nights or more will receive two free rounds of golf per person, per room.

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73. Wynn Las Vegas and Encore – booked through Merrill Lynch Travel Advisor

Offer valid only when requested at the time of booking. Offer valid for travel booked and completed by December 31, 2010. Three-night minimum stay required to receive the one-category room upgrade. One-category upgrade is subject to availability and in the following room categories: Wynn Las Vegas: Resort Room, Panoramic View, Tower Suite and Parlor Suite. For Encore at Wynn Las Vegas: Resort Suite and Panoramic Suite King. Guests booking a Salon Suite at Wynn Las Vegas will receive a \$150 resort credit per room per stay in lieu of a room upgrade.

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TOUR PACKAGES

74. International Tours – booked through Merrill Lynch Travel Advisor

a) 10-Nights in Paradise Goway Travel Tour

Offer only valid when requested at the time of booking. For the \$200 off Goway Travel Tours offer, travel must be booked by December 31, 2010. Price is based on per person double occupancy for travel booked and completed by March 31, 2011 in economy class on Air Tahiti Nui. For travel December 11, 2010 to January 6, 2011 there will be an additional cost of \$300 per person. Price does not include U.S. and Foreign Government taxes and fees of up to \$125 per person and the September 11th Security Fee of up to \$10 per person. For departures from New York, cost will be approximately \$200 additional per person. For departures from other cities and other dates, please ask your Merrill Lynch Travel Advisor for details. Room upgrades, additional meal plans, island combinations and business class upgrade fares are available at additional cost. All prices, itineraries and rates are subject to change and availability.

b) 14-Day Paradors of Northern Spain & 8 Days in Paris and Provence Tauck Tours – booked through Merrill Lynch Travel Advisor

Offer valid only when requested at the time of booking. Offer valid for travel booked by December 31, 2010. Rates are per person based on double occupancy, subject to availability at time of booking. Airfare to the tour departure point and from the tour ending point is not included. Deposit of \$600 per person at time of booking is required to hold space; final payment is due 60 days prior to departure.

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TRAVEL PACKAGES

75. 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 – booked through Merrill Lynch Concierge

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 – booked through Merrill Lynch Concierge

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 – booked through Merrill Lynch Concierge

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

76. 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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77. **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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78. **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 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/servicecontracts 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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79. 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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80. 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 1.800.419.0000 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.

INSURANCE AND TRAVEL SERVICES

81. 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

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.

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?

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 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: .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 card account 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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82. EMERGENCY EVACUATION AND REPATRIATION OF REMAINS

This insurance coverage is available to 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.

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.

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.

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 twelve (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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83. 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 card holder 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 card holder 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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84. AUTO RENTAL COLLISION DAMAGE WAIVER

What is this benefit?

When certain terms and conditions are met, the Visa 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. In your country of residence, this benefit is supplemental to and in excess of, any valid and collectible insurance from any other source. Here are answers to some commonly asked questions about the benefit.

Who is eligible?

You are eligible only if you are a valid Signature Rewards cardholder whose name is embossed on an eligible U.S.-issued Signature Rewards 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 Auto Rental CDW reimburses 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 the covered damage or theft of the rental vehicle while it is your responsibility. If you do not have personal automobile insurance or any other insurance covering this loss, this benefit reimburses you for the covered damage or

theft as well as valid administrative and loss-of-use charges imposed by the auto rental company and reasonable towing charges. Only covered vehicle rental periods that neither exceed nor are intended to exceed thirty-one (31) consecutive days are covered. The benefit provides reimbursement up to the actual cash value of the vehicle as it was originally manufactured. 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.

Within your country of residence this benefit supplements, and applies in excess of, any valid and collectible insurance or reimbursement from any source. This means that, subject to these terms and conditions, Visa Auto Rental CDW applies to losses or expenses that are not covered by other insurance or reimbursement.

Covered losses are:

- Physical damage and 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 Signature Rewards card, and
- Decline the auto 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 auto 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.VISA.911 (847.2911) to report the theft or damage, regardless of whether your liability has been established. If you are outside the United States, call the international operator and ask to be connected collect to +1.410.581.9994. 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 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 take every reasonable effort to protect the rental vehicle from damage or theft.

What is not covered?

- Any obligation you assume under any agreement (other than the deductible under your personal auto policy).
- Any violation of the auto rental agreement or this benefit.
- Injury of anyone or damage to 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.
- Depreciation of the rental vehicle caused by loss or damage including, but not limited to, "diminished value."
- Expenses reimbursable by your insurer, employer, or employer's insurance.
- 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 definitions 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 the 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 which 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.VISA.911 (847.2911) for help. If you are outside the U.S., call the international operator and ask to be connected collect to +1.410.581.9994.

When and where do I have this benefit?

This benefit is available in the United States and most foreign countries. **No benefit is provided for motor vehicles rented in Israel, Jamaica, or the Republic of Ireland or Northern Ireland.** Additionally, this benefit is not available where precluded by law or in violation of the territory terms of the auto rental agreement or 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 your Visa 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. This benefit terminates when the auto rental company re-assumes control of the rental vehicle.

How does this benefit apply?

Within your country of residence, Visa Auto Rental CDW supplements, and applies in excess of, any valid and collectible insurance or reimbursement 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, it will pay for the outstanding deductible portion or other charges, including valid administrative and loss-of-use charges not covered by your applicable automobile insurance policy. Outside your country of residence or if you do not have automobile insurance, this benefit is primary in those countries where it is available, and in that case, you do not have to claim payment from any other source of insurance before receiving the benefit.

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. The 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.VISA.911 (847.2911). If you are outside the U.S., call the international operator and ask to be connected collect to +1.410.581.9994.

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

At the time of the damage or theft, or when you return the rental vehicle, immediately ask the auto 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 Signature Rewards 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 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 Signature Rewards card.
- A statement from your insurance carrier (and/or your employer or employer's insurance carrier, if applicable) or other reimbursement showing the costs for which you are responsible and any amounts that have been paid toward the claim. Or, if you have no other applicable insurance or reimbursement, please provide a notarized statement to that effect.
- A copy of the declaration page from your automobile insurance carrier.

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 Signature Rewards cardholders. To submit your claim and learn more about the Visa Signature Auto Rental CDW go to the Visa 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 theft or damage.

Do I have to do anything else?

Usually not. Under normal circumstances, the claim will be paid within fifteen (15) days* after the Visa 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 reasonably be required to secure all rights and remedies.

*Not applicable to residents of certain states.

Additional Program Provisions for 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 unreasonably applied 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 Signature Rewards 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 Signature Rewards 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 Signature Rewards 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 Signature Rewards cardholders whose accounts have been suspended or canceled.

Termination dates may 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 Signature Rewards cardholder. It is insured by Indemnity Insurance Company of North America.

For general questions regarding this benefit, call the Benefit Administrator at 1.800.VISA.911 (847.2911). If outside the United States, call the international operator and ask to be connected collect to +1.410.581.9994.

FORM #VCCDW02 (06/08)

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85. TRIP CANCELLATION, TRIP INTERRUPTION AND TRIP DELAY

What does the program provide?

Trip Cancellation/Interruption coverage provides reimbursement of amounts the Insured Person incurred for the unexpected, non-refundable cancellation or interruption of prepaid travel arrangements due to Covered Reasons. Trip Delay coverage provides reimbursement of amounts the Insured Person incurred for meals and lodging which were necessarily incurred as the result of his or her Covered Trip being delayed for twelve (12) or more hours and which were not provided by the Common Carrier or any other party free of charge. These coverages apply if the entire cost of your Common Carrier ticket, less redeemable certificates, vouchers, coupons, or free flights awarded from frequent flier cards, was charged to your applicable covered card. It is not necessary for you to notify Merrill Lynch, the Program Administrator, or the Company when Common Carrier tickets are purchased.

Who is eligible for the benefit?

As a covered cardholder, you, your legal spouse and dependent children ("Insured Person(s)") are automatically, at no additional cost to you, provided Trip Cancellation/Interruption and Trip Delay Insurance while this program is in effect if you pay for your entire Common Carrier ticket, less redeemable certificates, vouchers coupons, or free flights awarded from frequent flier cards, to 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 covered debit card by Bank of America, N.A.

"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. However the age limit does not apply to a dependent child who is incapable of self-sustaining employment by reason of mental or physical incapacity.

What are the coverage limitations?

Trip Cancellation/Interruption Insurance: If an Insured Person must cancel or interrupt a Covered Trip due to a Covered Reason, the policy will pay the lesser of: 1) the actual unused, non-refundable amount paid by the Insured Person for a Common Carrier ticket(s); or 2) the maximum Trip Cancellation/Interruption benefit amount of \$2,500 per Covered Trip. Covered Trip ("Trip") means a trip, not to exceed thirty (30) days, for which the entire Common Carrier costs, less redeemable certificates, vouchers, coupons, or free flights awarded from frequent flier cards, are paid for using your Merrill Lynch card.

Trip Delay Insurance: If an Insured Person's Covered Trip is delayed due to a Covered Reason, the policy will pay up to a per Common Carrier ticket maximum benefit amount of \$100 per day for a maximum of five (5) days. Trip Delay Insurance is payable only for one delay per Insured Person, per Covered Trip.

What are the Covered Reasons?

Trip Cancellation/Interruption Insurance:

A) If the Insured Person is prevented from taking the Trip due to: 1) Sickness, Injury or death of the Insured Person or the Insured Person's Immediate Family Member; or 2) default of the Common Carrier due to financial insolvency which occurs after the Insured Person has purchased the Common Carrier ticket; occurring on or prior to the departure date of the Common Carrier ticket; or

B) If the Insured Person is unable to continue the Trip due to: 1) Sickness, Injury or death of the Insured Person or the Insured Person's Immediate Family Member; or 2) default of the Common Carrier due to financial insolvency which occurs after the departure date on the Insured Person's Common Carrier ticket; occurring prior to the return date of the Common Carrier ticket;

The Company will reimburse the Insured Person up to the maximum benefit amount, provided:

1. With regard to Sickness or Injury of the Insured Person or the Insured Person's Immediate Family Member, a Physician has recommended in writing, that due to the severity of the condition of the Insured Person or the Insured Person's Immediate Family Member, it is Medically Necessary that the Insured Person cancel or interrupt the Trip. The Insured Person or the Insured Person's Immediate Family Member must be under the direct care and attendance of a Physician;

2. With regard to death of the Insured Person or the Insured Person's Immediate Family Member, such death has been certified by a Physician or other person legally qualified to certify a person's death.

3. With regard to financial insolvency, a Common Carrier has ceased operations due to: 1) filing a petition for bankruptcy; 2) denial of credit; or 3) inability to meet financial obligations.

It is a condition of this insurance that, in the event of a claim for Trip Cancellation, the Insured Person shall surrender the unused tickets, vouchers, coupons, or travel privileges to the Company, and in the event of a claim for Trip Interruption, the Insured Person shall surrender the unused portion of the tickets, vouchers, coupons, or travel privileges to the Company.

The Insured must notify the Company or the Policyholder as soon as reasonably possible in the event of a Trip Cancellation or Interruption claim. The Company will not be liable for any additional penalty charges incurred that would not have been imposed had notice been provided as soon as reasonably possible.

Trip Delay Insurance:

If the Insured Person's Covered Trip was delayed twelve (12) or more hours due to: a) a Strike or other job action by employees of a Common Carrier scheduled to be used by the Insured Person during the Insured Person's Covered Trip; b) hijacking; c) flood, hurricane, tornado, earthquake or blizzard that is due to natural causes that causes a complete cessation of travel services at the point of departure or the place to which the Insured Person expects to travel on his or her Covered Trip as stated on the Common Carrier ticket; d) civil commotion; the Company will reimburse the Insured Person up to the maximum benefit amount.

"Immediate Family Member" means a person who is related to the Insured Person in any of the following ways: spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes legal guardian and stepparent), grandparent, brother or sister (includes stepbrother or stepsister), child (includes legally adopted or stepchild), or grandchild. (For Pennsylvania residents, the definition of Immediate Family Member will read: "Immediate Family Member" means a person who is related to the Insured Person or his or her spouse in any of the following ways: spouse, child, parent, brother or sister, grandchild or persons who ordinarily reside in the Insured Person's household.)

"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 policy. (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.)

"Medically Necessary" means, in the Company's opinion the Physician's recommendation is: (a) consistent with the symptoms, diagnosis and treatment of the condition of the Insured Person or the Insured Person's Immediate Family Member; (b) appropriate with regard to standards of good medical practice; and (c) not primarily for the convenience of the Insured Person or the Insured Person's Immediate Family Member

"Physician" means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) the Insured Person; (2) an Immediate Family Member; or (3) retained by the Merrill Lynch.

"Sickness" means an illness or disease that requires treatment by a Physician.

"Strike" means a stoppage of work: a) announced, organized and sanctioned by a Labor Union; and b) which interferes with the normal departure and arrival of a Common Carrier. This includes work slowdowns and sick-outs.

What are 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 ticket cost, less redeemable certificates, vouchers, coupons, or free flights awarded from frequent flier cards, is paid for using to your covered card:

With respect to Trip Cancellation, when the Common Carrier ticket is purchased.

With respect to Trip Interruption and Trip Delay, on the earlier of:

1. When the Insured Person leaves his or her residence or place of regular employment for the purpose of going on the Trip (whichever occurs last) if the Common Carrier ticket is purchased prior to departing for such Trip;

2. When the Common Carrier ticket is purchased, if the Common Carrier ticket is purchased at the station, terminal or airport immediately prior to departure on 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 Trip Cancellation, on the earlier of:

1. When the Insured Person cancels his or her Trip; or

2. When the Insured Person leaves his or her residence or place of regular employment for the purpose of going on the Trip (whichever occurs last)

With respect to Trip Interruption and Trip Delay, when the Insured Person returns from the Trip to his or her residence or place of regular employment (whichever occurs first), after leaving the station, terminal or airport immediately after arrival on the Common Carrier.

What is not covered?

This insurance does not cover any loss resulting in whole or in part from, or contributed to by, or as a natural and probable consequence of any of the following excluded risks: (1) intentionally self-inflicted Injury or any attempt at intentionally self-inflicted Injury or autoeroticism; (2) suicide or attempted suicide; (3) war or act of war, declared or not; (4) participation in any team sport or any other athletic activity; (5) Injury sustained while riding on any aircraft except a Common Carrier; (6) Injury sustained while riding on any aircraft a) as a pilot or crewmember, or b) as a flight instructor or examiner; (7) the Insured Person being under the influence of intoxicants*; (8) the Insured Person being under the influence of drugs unless taken under the advice of and as specified by a Physician**;

9) the Insured Person's or Immediate Family Member's, whether insured or not, commission of or attempt to commit a crime; or 10) a Covered Trip for which the Insured's Tickets do not contain specific travel dates (open tickets).

In addition to all other exclusions, benefits payable for Trip Cancellation and Trip Interruption are deemed to exclude losses caused by, or resulting from: 1) Pre-existing Conditions. "Pre-existing Condition" means an Injury, Sickness, or other condition of the Insured Person or their Immediate Family Member, for which, in the sixty (60) day period before the purchase date of the Ticket, that person: a) received medical advice or treatment by a Physician; b) had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment; or c) required taking prescribed drugs or medicine, unless the condition for which the prescribed drug or medicine is taken remains controlled without any change in the required prescription; 2) pregnancy and childbirth and miscarriage; 3) accidental bodily Injuries arising from participation in interscholastic or professional sports events, racing or speed contests, or uncertified scuba diving; 4) cosmetic surgery, unless such cosmetic surgery is rendered necessary as a result of a loss covered under this program; 5) emotional trauma, mental illness; 6) traveling against the advice of a Physician; 7) traveling while on a waiting list for specified medical treatment; 8) traveling for the purpose of obtaining medical treatment; 9) traveling in the third trimester (seventh month or after) of pregnancy; 10) mental, emotional, psychological or nervous disorders including anxiety, depression, neurosis or psychosis, panic attacks and post-traumatic stress disorder; 11) the Insured Person riding in or driving any type of motor vehicle as part of a speed contest or scheduled race, including testing, training or practicing in such vehicle on a track, speedway or proving ground; 12) mountain climbing, rock climbing, mountaineering, caving, ice climbing, skydiving, skin diving, para-sailing, paragliding, scuba, deep sea diving, hang gliding, parachuting, snow skiing, lugging, bungee jumping, trampoline jumping, hot air ballooning, extreme sports; 13) alcohol or substance abuse or treatment for same; 14) elective or non-emergency treatment or surgery, except for necessary treatment or surgery due to a covered Injury; 15) dental treatment to teeth, gums or structures directly supporting the teeth except as a result of Injury to sound natural teeth or non-elective, emergency dental surgery; or 16) venereal disease or syphilis.

In addition to all other exclusions, benefits payable for Trip Delay are deemed to exclude losses caused by, or resulting from detention, confiscation, or destruction by customs.

***For Connecticut residents:** the Insured Person or an Immediate Family Member being legally intoxicated under the applicable law of the jurisdiction where the accident occurred. For New Hampshire residents: the Insured Person or an Immediate Family Member being legally intoxicated as defined by the laws of the jurisdiction where the accident occurred. For Vermont residents, this exclusion does not apply.

****For Connecticut residents:** the voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed by the Insured Person's or Immediate Family Member's Physician for the Insured Person or Immediate Family Member. For Pennsylvania residents: the Insured Person or an Immediate Family Member being under the influence of narcotics unless taken under the advice of and as specified by a Physician. For Vermont residents, this exclusion does not apply.

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 Trip Cancellation/Interruption and Trip Delay 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 180 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 Trip Cancellation/Interruption or Trip Delay 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 ticket charge; 2) a copy of the initial claim report submitted to the Common Carrier; and 3) proof of submission of the loss to and the results of any settlement by the Common Carrier. If no other insurance is applicable, a notarized statement from the Insured Person to that effect must be submitted.

When are the benefits paid?

Trip Cancellation/Interruption and Trip Delay 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 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 (3) 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 Trip Cancellation/Interruption and Trip Delay Description of Coverage and keep it in a safe place with your other insurance documents. This description is not a contract of insurance but is simply an informative statement to each Cardholder of the principal provisions of the insurance. Complete provisions pertaining to these programs of Trip Cancellation/Interruption and Trip Delay Insurance are contained in Policy Number 9110570, 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 Trip Cancellation/Interruption and Trip Delay 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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86. 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 paid for by you on the **covered card** by the financial institution

Are purchases made outside the United States. 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 statement 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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87. WARRANTY MANAGER SERVICE

What is Warranty Manager Service?

Warranty Manager Service will double the manufacturer's original United States (U.S.) warranty period for covered purchases with warranty duration of less than one year and extend the manufacturer's original U.S. warranty period for one additional year. Coverage is also provided for Covered Purchases that carry a U.S. store brand warranty, but only if the store warranty is on a store-brand item.

If you purchase a warranty of one year or less with the covered purchase, the manufacturer's original U.S. warranty or U.S. store warranty, whichever is applicable, will be doubled or extended for up to one additional year after both the original or store brand warranty plus the purchased warranty coverage end.

This coverage duplicates the coverage provided by the manufacturer.

Who is eligible for this benefit?

The cardholder, his or her spouse, and unmarried children under the age of 19 (or age 23 if a full time student at an accredited college or university). Spouse includes domestic partner, which means a person designated by and listed as a domestic partner on the account of the primary cardholder, who is at least 18 years of age, and who during the past twelve (12) months: a) has resided in the same household as the primary cardholder, and b) has been jointly responsible with the cardholder for each other's financial obligations.

What items are covered by Warranty Manager Service?

An item you purchase and paid for by using your eligible card, after the effective date of this coverage and subject to the terms of this coverage. For a purchase to be considered a covered purchase, the entire amount for the item must have been made through your eligible card. Covered purchases given as gifts are covered.

What are the coverage limitations?

Warranty Manager Service coverage is subject to a limit of \$10,000 per occurrence and of \$50,000 per year. In no event will we pay more than the actual purchase amount charged to your eligible card for the covered purchase

What items are *not* covered?

- Watercraft
- Motorized vehicles (including but not limited to airplanes, automobiles, and motorcycles), but motorized vehicle parts are covered if they are covered by the manufacturer's original U.S. warranty

- Land or buildings (including but not limited to homes and dwellings)
- Consumables and perishables or services (including but not limited to the performance or rendering of labor or maintenance, repair, or installation of products, goods or property, or professional advice of any kind)
- Items which carry a purchased warranty of longer than one year
- Items which carry a “satisfaction guaranteed” promise that provides product replacement or benefits for anything other than defects in materials and workmanship of the item
- Shipping charges, taxes, storage fees, postage, transportation and delivery charges, or promised time frames of delivery whether or not stated as covered in the manufacturer’s warranty
- Physical damage to the product including damage as a direct result of Acts of God or power surges
- Mechanical failure resulting in product recalls
- Used, rebuilt, remanufactured, antique, recycled, or previously owned items

Are purchases made outside the United States 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 your account statement showing the covered purchase, an itemized store receipt, and the manufacturer’s original U.S. warranty, store warranty, and / or purchased extended warranty, and any other documentation we may request.

How do I file a claim?

After a claim occurs, you must contact the administrator at 1.800.678.0768, during the hours of 8 a.m. to 10 p.m. Eastern Monday through Friday and 8 a.m. to 6 p.m. Eastern Saturday and Sunday, so coverage can be verified and a claim form sent to you. You must report any claim within forty-five 45 days of the incident, or we will not be able to honor your claim.

Complete and sign the claim form and attach all appropriate documentation, including a copy of receipts and records listed above. Be sure to submit all above required documentation to the administrator within ninety (90) days of the incident. The coverage will only pay claims that are completely substantiated in the manner requested within twelve (12) months after the incident date.

We will decide whether to have the covered purchase repaired or replaced, or to reimburse you up to the amount paid for the item. It is a condition of this coverage that you, as often as may be reasonable required by us, will submit, and within your power cause others to submit, to examinations under oath and will produce for examination all writings, books of account, bills, invoices and vouchers, or certified copies thereof, at such reasonable time and place as we may designate and will permit extracts and copies thereof to be made.

If payment is made under Warranty Manager Service, we are entitled to recover such amounts from other parties or persons. Any party or person to or for whom we make payment must transfer to us his or her rights to recovery against any other party or person. You must do everything necessary to secure these rights and must do nothing that would jeopardize them, or these rights will be recovered from you.

For New York Residents:

The amounts of insurance set forth in this section are the maximum allowed by the New York law. Actual amounts of insurance may be lower under the coverage:

- In no event shall the Warranty Manager Service coverage exceed \$10,000 in the aggregate per covered purchase
- Warranty Manager Service is an insurance program

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88. 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 with 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, N.A.

“**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 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 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 (3) 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 an 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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89. HOTEL/MOTEL BURGLARY REIMBURSEMENT

How do I get coverage?

You must pay the entire cost of the hotel or motel room with your **covered card** and/or accumulated points from your **covered card**.

What kind of coverage do I receive?

- Reimbursement for the cost of replacing or repairing your item(s) that have been stolen or damaged resulting from a **burglary by forcible entry** into your hotel or motel room.
- Coverage begins when you check into (i.e., occupy the room) the hotel or motel.
- Coverage ends when you check out (i.e., vacate the room and close out the bill) from the hotel or motel. Coverage will not extend beyond the hotel or motel standard check out time.

Coverage is secondary to any other applicable insurance or coverage available to you including benefits provided by the hotel/motel company (including, but not limited to, goodwill payments, refunds, credit/vouchers). Coverage is limited to only those amounts not covered by any other insurance or coverage, or hotel/motel company benefits (including, but not limited to, goodwill payments, refunds, credit/vouchers).

What are the coverage limitations?

Coverage is limited to the actual cost up to \$1,500 per claim to replace or repair your personal property that has been stolen or damaged as a result of a **burglary**. There is a maximum of two (2) claim(s) per twelve (12) month period.

Am I covered outside of the U.S.?

Yes. Coverage is available in the U.S. and Canada.

What items are *not* covered?

- Loss resulting from war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation, expropriation or detention by any government, public authority, or customs official; illegal activity or acts
- Loss resulting from any dishonest, fraudulent, or criminal act committed or arranged by you
- Loss resulting from contamination by radioactive or hazardous substances, including mold
- Personal property contained in the hotel or motel safety deposit box
- Electronic equipment (including but not limited to, laptops, PDAs, video/film cameras, or hearing aids) or sporting equipment
- Eyeglasses, contact lenses, prosthetic devices, dentures, silverware, furs, household furniture, or documents (including, but not limited to, visas and IDs)
- Plants, shrubs, animals, pets, consumables, and perishables
- 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
- Jewelry, art, 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
- Items specifically identified or described in and insured under any other insurance policy
- Interest or conversion fees that are paid for using your Merrill Lynch card by the financial institution

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 incident or the claim may not be honored.
- Submit the following documentation within one hundred and eighty (180) days of the date of incident or the claim may not be honored:
 - Completed and signed claim form
 - Receipt showing hotel/motel transactions
 - Statement showing hotel/motel charges
 - **Covered card** travel point program statement showing the hotel or motel room was paid for with redeemed points
 - Police report from the police and hotel/motel listing the items that were stolen
 - Result of any settlement or denial by the hotel or motel
 - Copy of initial claim report submitted to the hotel or motel

- Proof of ownership of each item stolen (i.e., original receipts, pictures, etc.)
- Any other documentation that may be reasonable requested by us or our designated representative to validate the claim

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