

MERRILL+[®] Visa Signature[®] Credit Card with Beyond Rewards[®] Program Terms and Conditions

<p>REWARDS PROGRAM</p> <p>General Anytime, Anywhere, Any Airline[®] Air Rewards Air Dollars-Off Rewards Cruise Dollars-Off Rewards Tour Dollars-Off Rewards Travel Statement Credit Rewards Gift Certificates, Gift Cards and Travel Vouchers Rewards Merchandise Rewards Special Rewards Financial Rewards Cash Rewards Charitable Donations Concierge Service</p> <p>BENEFITS PROGRAM</p> <p>General Eligibility for Benefits and Status Levels Obtaining Benefits Benefit Restrictions Combined Merrill Points Redemption Additional Conditions</p>	<p>PARTNER BENEFITS</p> <p>AIRLINES British Airways Delta Air Lines Marquis JetSM</p> <p>AIRPORT LOUNGES Priority Pass American Admirals Club Delta Sky Club</p> <p>CAR RENTAL Hertz[®]</p> <p>CRUISES Merrill Lynch Cruise Programs Ama Waterways Azsmara Club Cruises Celebrity Cruises Crystal Cruises Holland America Line Norwegian Cruise Line Oceania Cruises Princess Cruises Regent Seven Seas Cruises Royal Caribbean Silversea The Yacht of Seabourn</p>	<p>HOTELS & RESORTS Almond Resorts Barcelo Los Cabos Palace Fairmont, Raffles and Swissôtel Hotels KSL Resorts Marriott Resorts & Spas NH Royal Beach Grand Luxury Resort Ocean Breeze Hotels The Ritz-Carlton Kapalua RockResorts W Hotels Westin</p> <p>TOURS Tauk</p> <p>OTHER BENEFITS Blue Nile Dell From You Flowers Luggage Forward</p> <p>MERRILL LYNCH MALL MERRILL REWARDS FOR BUSINESS CREDIT CARD INSURANCE AND TRAVEL SERVICES Travel Accident Insurance Travel & Emergency Assistance Purchase Security Warranty Manager Service Auto Rental Collision Damage Waiver Lost Luggage Reimbursement</p>
---	--	---

MERRILL+[®] Visa Signature[®] credit cardholders are automatically enrolled in the Beyond Rewards[®] Program (the "Program") at no additional cost. Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch") (referred to as "our," "us," or "we") sponsors the Program. An independent third-party travel agency registered to do business in states, as required, manages the travel rewards portions of the Program. Each cardholder, joint cardholder and authorized user(s), if any (referred to as "cardholder(s)," "Participant(s)," "you," or "your") with a MERRILL+ Visa Signature credit card ("card" or "MERRILL+ card") account issued by FIA Card Services, N.A. ("the issuer") may earn and use Merrill Points to obtain car rental and hotel rewards; U.S. and worldwide air travel rewards; a variety of specially selected travel rewards; merchandise, gift certificates, gift cards, charitable donations, travel voucher rewards or cash rewards (each a "Reward" or collectively, "Rewards") as payment for goods and services through us or the Rewards and Benefits Center. Rewards are displayed online at card.ml.com/rewards (the "Site"). Upon request, we will also mail a printed catalog with a selection of Rewards.

Review and keep this document ("Terms and Conditions"). The Terms and Conditions are separate from the terms of your Credit Card Agreement. From time to time we may change the Terms and Conditions. When any change is made, we will post the revisions at card.ml.com and/or we will notify you in writing, as applicable. It is your responsibility to review the Terms and Conditions to be aware of any changes.

REWARDS PROGRAM

General

1. To participate in the Program, you must (a) maintain a card that is open and has charging privileges and (b) be an individual (no corporations, partnerships or other entities).

2. Merrill Points earnings are based on the new net retail consumer purchase transaction volume (i.e., purchases less credits, returns and adjustments) charged to the card during each periodic billing cycle ("Billing Cycle") by the Participant(s) ("Net Purchase(s)"). Earn one Merrill Point for each Net Purchase dollar. Merrill Points are calculated at each transaction, rounded to the nearest whole Merrill Point and are subject to verification. Balance transfers, cash advances, including purchases of cash equivalents of any kind, out-of-network payments made through Bill Pay Choice[®] service, any bill payments made through online banking, purchases made by or for a business or for a business purpose, fees, interest charges, credit insurance, credit protection, or debt cancellation charges and unauthorized or fraudulent transactions do not earn Merrill Points. From time to time, special promotions may feature Bonus Merrill Points. Details will accompany the offer.

3. For new cardholders, accrual of Merrill Points may begin on your Enrollment Date. Enrollment Date means the date the issuer mails the card and the Credit Card Agreement to you. If you are an existing cardholder of the issuer and your account is converted to the Program, you may not earn Merrill Points until the first day of the Billing Cycle beginning after you receive your card(s).

4. Merrill Points will not expire and will remain available for redemption as long as your account meets the following conditions:

(a) It must remain open. If a cardholder voluntarily closes the account, or if the issuer closes the account, and the account is in good standing at the time of account closure, we may, in our discretion, permit the Cardholder to redeem unused Merrill Points for up to 60 days after account closure. In all other circumstances, if the account is closed, all unused Merrill Points are immediately and irrevocably forfeited unless specifically authorized by us or the issuer.

(b) It must remain in good standing (i.e. with active charging privileges). Merrill Points cannot be redeemed if the account is not in good standing at the time of redemption. If your account loses charging privileges but regains its good standing before the point of account closure, your Merrill Points will be available for redemption once the charging privileges are restored. However, any Merrill Points accrued during any Billing Cycle in which the account is two cycles or greater past due at the end of the Billing Cycle will not be awarded.

5. Unless otherwise specified, Merrill 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® rewards program. Only qualifying Merrill Lynch cardholders who also have a Merrill Accolades™ American Express® card may redeem WorldPoints® points for Merrill Points to the extent permitted by the cards respective terms and conditions.

6. Unless specifically authorized by Merrill Lynch or the issuer, Merrill Points and Rewards may not be combined with other discounts, special rates, promotions or other reward programs or any entity, including airline frequent flyer, hotel frequent guest or other travel-related or membership reward charge or credit card programs, whether in the United States or abroad.

7. Cardholders may choose to consolidate ("link") Merrill Points earned in multiple MERRILL+ credit card accounts and/or with Merrill Points earned in connection with one or more CMA® and Beyond Banking® Accounts, subject to certain ownership and other criteria established by Merrill Lynch and the issuer from time to time. Merrill Points earned in connection with Visa Business Signature Rewards accounts, Visa Signature Elite accounts, EMA® accounts and ICMA accounts are not eligible for consolidation. By linking Merrill Points from multiple cards, each cardholder agrees that all cardholders and authorized Point redeemers will be able to view all consolidated Point balances and all consolidated Merrill Points are available for redemption by any cardholder or authorized redeemer. Redemption of consolidated Merrill Points is subject to certain requirements. For more information, please call 1.800.419.0000.

8. The Billing Cycle statement ("Statement") will show your Merrill Points earnings. Merrill Points have no intrinsic cash value, are non-negotiable, and cannot be redeemed for any benefit except those Rewards designated by us or the issuer. Merrill Points are not property of any cardholder or other person and may not be brokered, attached, pledged, gifted, sold, or unless specifically authorized by us or the issuer, transferred to anyone else under any circumstances, including, but not limited to: disability, death, upon operation of law or in connection with any domestic relations dispute and/or legal proceeding. Neither Merrill Lynch nor the issuer shall have liability for disagreements between cardholders regarding Merrill Points. Discrepancies about Merrill Points earnings are not treated as credit card billing disputes: refer to your Credit Card Agreement or the annual Your Billing Rights notice for details about billing disputes. Our and the issuer's decisions regarding Merrill Points discrepancies shall be final.

9. To obtain Anytime, Anywhere, Any Airline® Air Rewards ("Air Rewards"), merchandise, gift certificates, gift cards or travel vouchers, go to card.ml.com or call 1.800.419.0000. Redeemed Merrill Points are deducted from your Merrill Points balance as of the date you request a Reward. Requests to redeem Merrill Points may be made by the cardholder and the authorized redeemer(s) or co-applicant(s), if any. Decisions made by us or the issuer regarding Merrill Points redemptions shall be final. Merrill Lynch, its agents/contractors and the issuer shall not have any liability for fulfilling Reward requests in good faith in response to any person claiming authority to act on your behalf. 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. Merchandise, gift certificates, gift cards or travel vouchers can be shipped to any address you designate, subject to the shipping terms found at card.ml.com and in our printed catalog.

10. Merrill Points redeemed for a merchandise Reward may be credited back to your earnings only if the Reward is damaged or defective and only in accordance with the procedures we specify. Air Rewards, gift certificate Rewards, gift card Rewards or travel voucher Rewards are considered fully redeemed once issued. No refunds, credits or substitutions will be issued if improper proof of citizenship or naturalization result in denied boarding or entry when using an Air Reward. Once a Reward is issued and the value of any transaction(s) forming part of any or all of the Merrill Points used to obtain the Reward is either refunded, credited or otherwise rescinded, we and the issuer may, at our discretion, cancel reservations, void travel documents, interrupt the shipment of merchandise, and/or withhold subsequent Merrill Points, or collect any amount(s) you owe, in any appropriate manner, including, but not limited to, the posting of an equivalent dollar debit in the form of a cash advance transaction to your card.

11. We and the issuer reserve the right to disqualify anyone from participation in the Program, refuse to award or redeem Merrill Points, and close your card if, in our sole judgment, you or any other person(s) using the card, have violated any of the Program Rules, including but not limited to acts of fraud or other abuse. You are responsible for all transactions and other activities resulting from the use of your credit card account. You must immediately notify the issuer of any actual or suspected unauthorized use of your account.

12. We or the issuer may change limit or terminate any aspect of the Program; amend the Program Rules, benefits or features, in whole or in part; terminate a cardholder's participation in the Program for any reason, may discontinue or replace any Reward with a similar one of equal or greater value; may modify, delete or terminate any or all of the Program, the Program Rules or any portion thereof, any or all of the participating partners, Rewards, benefits or special offers, at any time. Changes may affect outstanding transactions and Merrill Points, and may include, but are not limited to, the number of Merrill Points required to receive Rewards, the type of transactions qualifying for Merrill Points, the type of Rewards, and the maximum number of Merrill Points earned per month or year, or otherwise, if applicable. The Program is not scheduled to end on a predetermined date.

13. Neither Merrill Lynch nor the issuer is responsible for delayed or lost correspondence sent by U.S. mail or any other form of delivery, including email. Neither Merrill Lynch nor the issuer assume responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, theft, destruction or unauthorized access to, or alteration of Merrill Points accrued and redeemed or other Program activities. For information about our or the issuer's rights and your responsibilities regarding the online portion of the Program, see the Terms of Use at card.ml.com.

14. Suppliers of goods and services are independent contractors and are not agents or employees of Merrill Lynch, the issuer, Visa U.S.A. Inc., or any of their affiliates; or any group, organization, or entity endorsing a Merrill Lynch or FIA Card Services credit card program. Neither Merrill Lynch nor the issuer offers, endorses, or guarantees any of the goods, services, information or recommendations provided by third-parties to you.

15. You agree to release Merrill Lynch, its agents/contractors, the issuer and their respective Released Parties (which shall be defined with respect to the entity, its subsidiaries, affiliates, employees, officers, directors) from all liability for injury, accident, loss, claim, expense or damages sustained by you, and in the case of travel Reward, anyone traveling with you or without you, in connection with the receipt, ownership or use of any Reward. The foregoing entities shall not be liable for consequential damages, and the sole extent of liability, if at all, shall not exceed the actual value of the Reward. The foregoing entities are not responsible for typographical errors and/or omissions in any Program document.

16. You are responsible for determining any tax liability arising from participation in the Program. Consult your tax advisor concerning tax consequences. The Program is subject to government approval and is void where prohibited by law. All aspects of the Program are governed by the laws of the State of Delaware, without reference to its choice of law provisions

 [Back to top](#)

17. Anytime, Anywhere, Any Airline[®] Air Rewards

Cardholders may redeem Merrill 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) to book your travel online. 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 Merrill 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 Merrill Points in order to obtain the reward: i.e., 2,500 Merrill Points must be redeemed for additional costs up to \$25 of ticket value. Additional payments may be made only in increments of 2,500 Merrill 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 Merrill Points and corresponding MDV required for the Preferred Airline Air Reward is 25,000/\$500. The number of Merrill 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 Merrill Points.

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

	Flights starting at:
Preferred Airlines (AA, BA, CO, DL)	25,000 Merrill Points
Non-Preferred Airlines	30,000 Merrill 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 MERRILL+ card. Merrill 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, there is a \$45 fee per ticket for all such modifications, exchanges or cancellations. Bookings may be made without the redemption of an Air Reward. There is no fee when making a courtesy ticket arrangement online, but there is a \$15 service fee per ticket when booking through the Merrill Lynch Travel Advisor. Such fees may be paid by changing the fee on your MERRILL+ card or by redeeming 1,500 Merrill Points. 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, charged to your MERRILL+ card. 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.

 [Back to top](#)

Air Dollars-Off Rewards

18. Offer only valid when requested at the time of booking. Travel must be booked by December 31, 2011. Air Dollars-Off Rewards must be booked through your Merrill Lynch Travel Advisor by calling 1.800.419.0000. Merrill Points may be redeemed in increments of 10,000 Merrill Points and applied towards an airline ticket purchase for all Merrill Lynch programs. For every 10,000 Merrill 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 MERRILL+ card.

[Back to top](#)

Cruise Dollars-Off Rewards

19. Offer only valid when requested at the time of booking. Travel must be booked by December 31, 2011. 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. 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 cruise booked through your Merrill Lynch Travel Advisor. \$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 what the award covers is considered overage and will need to be collected using your MERRILL+ 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.

[Back to top](#)

Tour Dollars-Off Rewards

20. Offer only valid when requested at the time of booking. Travel must be booked by December 31, 2011. 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. 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 tour booked through your Merrill Lynch Travel Advisor. \$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 what the award covers is considered overage and will need to be collected using your MERRILL+ 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.

[Back to top](#)

Travel Statement Credit Rewards

21. All reservations and payments related to statement credit rewards must be made through the Rewards & Benefits Center. Use your Merrill Points, and in some instances, Merrill Points in combination with the use of the card to obtain hotel stays and car rentals. 5,000 Merrill Points = \$50 MDV. For every 5,000 Merrill 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 Merrill 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 Merrill Points) for unused Merrill Points. Merrill 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 Merrill 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 Merrill 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 Merrill Points for additional costs paid for using your card. If you do not use the reward, the credit adjustment remains, but Merrill 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 Merrill Points for additional costs paid for using your card.

[Back to top](#)

Gift Certificates, Gift Cards and Travel Vouchers Rewards

22. 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 can be sent only to street addresses or P.O. boxes.

23. All Merrill 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 Merrill 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.

24. None of the gift certificate, gift card or travel voucher retailers are affiliated with Merrill Lynch or the issuer; 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 or the issuer 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.

Amazon.com - Gift Cards ("GCs") sold by Affinion Group, an authorized reseller of Amazon.com Gift Cards. Amazon, Amazon.com, the Amazon.com logo, and the Amazon Gift Cards logo are trademarks of Amazon.com, Inc. or its affiliates. GCs may be used only for purchases of eligible goods on Amazon.com or its affiliated website Endless.com. GCs cannot be redeemed for purchases of gift cards. Except as required by law, GCs cannot be reloaded, resold, transferred for value, redeemed for cash, or applied to any other account. See amazon.com/gc-legal for complete terms and conditions. GCs are issued and © 2010 by ACI Gift Cards, Inc., a Washington corporation.

American Airlines - Terms and Conditions for American Airline's gift cards are available online at <https://giftcards.aa.com/terms.jsp>.

AMC Theatres® - Use of this card constitutes acceptance of the following terms and conditions. The value stored on this card may be applied toward a purchase at any AMC®, AMC Showplace, Loews, Cineplex Odeon, Magic Johnson and Star Theatres in the U.S. This card cannot be used to purchase another gift card unless required by law. This card cannot be refunded or redeemed for cash (except in CA, MA and WA or as required by law). This card will not be replaced or replenished if it is lost, stolen or used without your permission except as required by law. It will be voided if altered or defaced. No value until purchased. This card is transferable. If you have any questions about your gift card, please visit any AMC Theatre or call 1.800.255.0311.

Barnes & Noble is not a sponsor or co-sponsor of this promotion. Please see back of gift card for terms and conditions of use. Barnes & Noble is not liable for any alleged or actual claims related to this offer.

Bed Bath & Beyond® is not affiliated with Merrill Lynch and/or Bank of America, nor is it a sponsor of this promotion. Terms and conditions apply to gift cards.

Best Buy® is not affiliated with Merrill Lynch and/or Bank of America. Best Buy does not sponsor, endorse, approve or have any responsibility for this promotion. BEST BUY, the BEST BUY logo and the tag designs are trademarks of BBY Solutions, Inc.

Fairmont Hotels & Resorts gift cards can be used for accommodations and more, including spa services, dining or golf, tennis and other leisure activities at any facility managed by Fairmont Hotels & Resorts. Furthermore, gift cards can be used at any Fairmont Store location. For in-house guests, any charge that can be applied to a hotel folio can be paid for with your gift card.

Hard Rock Cafe gift cards can be used at any corporate-owned Hard Rock Cafe location for food, beverage & merchandise. Visit hardrock.com/giftcards for a list of participating locations. The gift card is not redeemable online at hardrock.com or at Hard Rock Hotels, Casinos or live-music venues.

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

Kohl's® is not a sponsor of this promotion and is not affiliated with Bank of America and/or Merrill Lynch. KOHL'S® and KOHL'S® brand names are trademarks of Kohl's Illinois, Inc.

LOWE'S® and the GABLE MANSARD DESIGN are registered trademarks and service marks of LF, LLC. **Lowe's is not affiliated with Bank of America and/or Merrill Lynch.**

Macy's is not a sponsor or co-sponsor of this program. Macy's Terms & Conditions apply to all cards. See back of card for details. The Macy's name and logo are registered trademarks of Macy's Inc.

Neiman Marcus - Visa/Mastercard can be used at NeimanMarcus.com and through Neiman Marcus catalogs, as well as Neiman Marcus Last Call store locations. Neiman Marcus stores do not accept Visa/Mastercard. To request a Neiman Marcus catalog, please call 1.800.825.8000. Neiman Marcus is a registered trademark of The Neiman Marcus Group, Inc.

Old Navy gift cards have no expiration or maintenance fees, and can be used in the entire family of Gap Inc. stores and websites (Gap, babyGap, GapKids, GapBody, GapMaternity, Old Navy, Banana Republic, Piperlime and Athleta). Limit five gift cards redeemable per online transaction. Old Navy gift cards are redeemable for merchandise only and cannot be replaced if lost or stolen and may not be redeemed with certain promotional offers. Restricted to use in the USA and Canada.

Outback Steakhouse - OSI Restaurant Partners, LLC (Outback Steakhouse of Florida, LLC, Carrabba's Italian Grill, LLC, Bonafish Grill, LLC), is not a sponsor or co-sponsor of this promotion. Please see back of gift card for terms and conditions of use. Please call 1.800.242.5353 for balance inquiries.

Panera Bread® and the Mother Bread Logo are registered trademarks of Panera Bread® and are used with permission. Panera Bread® is not a sponsor of this program. See back of the Panera Card® gift card for complete terms and conditions of use.

Shell Gift Card 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.

T.G.I. Friday's® is not affiliated with Merrill Lynch and/or Bank of America and is not a sponsor or co-sponsor of this promotion. T.G.I. Friday's® is a registered trademark of TGI Friday's of Minnesota, Inc. © 2010 TGI Friday's Inc. All rights reserved. Please refer to the back of the gift card for terms and conditions.

The Home Depot - Merrill Lynch and/or Bank of America are not affiliated with The Home Depot®. The Home Depot® is a registered trademark of Homer TLC, Inc. The Home Depot® is not a sponsor of this promotion.

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.

Walgreens is not the sponsor of this program. Walgreens is not liable for any alleged or actual claims related to this offer. Merrill Lynch and/or Bank of America are solely responsible for the fulfillment and value of Walgreens Gift Cards awarded through this program. Please contact Merrill Lynch and/or Bank of America regarding any questions related to Walgreens Gift Cards. All cards are subject to the terms and conditions printed on the back of the Walgreens Gift Card and are subject to change at Walgreens' discretion. The Walgreens name and logo are registered trademarks of the Walgreen Company.

 [Back to top](#)

Merchandise Rewards

25. Redeem Merrill 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 Merrill 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 merchandise reward(s). We or the issuer will arrange the return and pay the shipping charges for any damaged or defective rewards. Rewards are sent to street addresses and cannot be sent to 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.

26. 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.

 [Back to top](#)

Special Rewards

27. Cardholders may qualify for opportunities to use Merrill 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. Merrill Points redemption requirements will be based on the dollar value of each of the available rewards.

 [Back to top](#)

28. Financial Rewards

a) Fee and Commission Rebate

Cardholders may redeem Merrill Points for amounts up to the total of fees and commissions posted to their Merrill Lynch accounts during the current calendar year.

b) NextGen College Investing Plan

Cardholders may also redeem Merrill 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 Merrill Points redemption value for fees, commissions, and NextGen cash contributions. Merrill Points quotes will be provided upon request. Merrill Points will be debited from the cardholder's Merrill 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 Merrill 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"). Merrill Points may be redeemed in increments of 1,000 Merrill Points, beginning with a minimum 10,000 Merrill Points. Each increment of 1,000 Merrill 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 Merrill Points used to obtain the IRA Reward will be reinstated to you or to your MERRILL+ card account. If your MERRILL+ card account is closed before the Merrill Points can be reinstated to your account, then the cash Reward will be forfeited (except if your MERRILL+ card has been reported as lost or stolen, subject to verification). Obtaining a MERRILL+ 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. Merrill Points are not automatically redeemed for contribution to an IRA account. Merrill 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. Merrill Points may not be redeemed for a contribution to an IRA account other than an IRA account at Merrill Lynch. The Merrill 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, 2011 Tax Year Contributions must be made by April 5, 2012.

 [Back to top](#)

Cash Rewards

29. Redeem Merrill 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 a statement credit to your card, an electronic deposit to a checking or savings account of your choice, or a payment to an eligible mortgage loan. The redemption value for Merrill Points redeemed for cash rewards deposited into an eligible account at Bank of America ("Eligible Account") may be different than the redemption value for Merrill Points redeemed for electronic deposits to another financial institution. Eligible Accounts are determined by the issuer 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 Merrill Points requirements and Eligible Account definitions can be obtained by signing into card.ml.com. Cash reward values may be subject to change.

The MERRILL+ card is separate and distinct from any accounts you may have with Bank of America and its affiliates. Approval of this credit card account does not mean a checking or savings account will be established for you or that you will be approved for a mortgage loan.

a) Redemption for Statement Credit

Merrill Points redeemed for statement credit to your card will post to your account within 30 days of the date of redemption. Statement credits will be applied to your existing balance with the highest priced Annual Percentage Rate (APR). Receipt of a statement credit does not affect your responsibility to pay your Total Minimum Payment shown on each Statement you receive from the issuer.

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

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

If your card is closed before the Merrill 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. The issuer cannot guarantee that your financial institution will accept an ACH from the issuer on your behalf. If an electronic transfer is refused for any reason, the issuer will notify you via email within fifteen (15) days of your request to the email address designated by you at the time of your redemption.

c) Redemption for Payments on a Mortgage

You may redeem Merrill 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 (reverse 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.

Payment will be sent by the issuer to the mortgage account you have indicated either electronically or by check within three (3) business days of your request. If Bank of America, N.A. or BAC Home Loans Servicing, LP refuses to accept an electronic transfer for any reason, or the check does not clear within ninety (90) days from the date it was issued by the issuer, the payment will be

considered void, the Merrill Points used to obtain the Reward will be reinstated to your card account, and the issuer will notify you by the email address, which you will be requested to provide at the time of redemption.

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

If an adjustment to your Point total for any reason causes you to receive more Reward credit to your mortgage account than you were otherwise entitled to, you agree you may owe the value of such excess to the issuer. We have the right to reduce your Merrill Points by the excess amount, withhold any subsequent Merrill Points and/or Reward credits to your mortgage account, and/or collect any amount(s) you owe, in any appropriate manner, including, but not limited to, the posting of an equivalent debit in the form of a cash advance transaction to the card.

 [Back to top](#)

Charitable Donations

30. Redeem Merrill Points for a variety of charitable donations either at card.ml.com or by telephoning the Rewards and Benefits Center. 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.

 [Back to top](#)

Concierge Service

31. General

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 other third-party service providers, who are not employees or agents of Merrill Lynch, the issuer 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, the issuer and their respective directors, officers, employees, or affiliates make no representation or warranty about the quality of services or products provided by the Concierge Provider. Certain Concierge Service requests may be subject to a fee. Purchases (and fees, if applicable) must be billed to the cardholder's MERRILL+ card.

 [Back to top](#)

BENEFITS PROGRAM

General

32. Please carefully review and keep this document. These are the general terms and conditions of the Beyond Rewards Benefits Program (the "Benefits Program") and are separate from the terms of your Credit Card Agreement with the issuer. Please note that any one or more 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"). In addition, from time to time, Benefits may be added or deleted from the Benefits Program. Benefit Specific Rules may be found online at card.ml.com. It is the responsibility of each cardholder to review the Benefits Program terms and conditions 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 and the issuer may change the Benefits Program Terms and Conditions at any time. When any change is made to the Benefits Program Terms and Conditions, we and the issuer will post the revision(s) online at card.ml.com, or notify you in writing, as applicable. Merrill Lynch and the issuer 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 Benefit; 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 and the issuer 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.

 [Back to top](#)

Eligibility for Benefits and Status Levels

33. 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 charging privileges on a Signature Rewards or MERRILL+ card (a "Qualifying Merrill Lynch Card(s)"), and (iii) where eligibility for a Benefit requires the purchase of goods or services, the full amount of the purchase must be made using your Qualifying Merrill Lynch Card(s).

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 into your Rewards account at card.ml.com. There are three Status Levels of Benefits offered under the Benefits Program. Balance transfers, cash advances, including purchases of cash equivalents of any kind, out-of-network payments made through Bill Pay Choice service, any bill payments made through Online Banking, purchases made by or for a business or for a business purpose, fees, interest charges, credit insurance, credit protection, or debt cancellation charges 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 charged to the Qualifying Merrill Lynch Card(s) each year ending on the closing date of your last Billing Cycle Statement within the

calendar year. All eligible cardholders are entitled to the first Status Level of Benefits (“+”) which are ongoing and are not re-earned. When the cardholder becomes eligible for +2 or +3 Status Level, the applicable Benefits begin the month following achievement of +2 or +3 Status Level for the remainder of that calendar year plus the entire following calendar year. +2 Status Level of Benefits currently requires Annual Purchase Volume of \$20,000 within a given calendar year.

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 us, Visa or the issuer. Achievement of +3 Status Level currently requires Annual Purchase Volume of \$50,000 within a given calendar year. When +3 Status Level is achieved, the MERRILL+ cardholder will be eligible for +3 Benefits beginning the month following achievement of +3 Status Level, for the remainder of that calendar year plus the entire following calendar year.

[▲ Back to top](#)

Obtaining Benefits

34. A cardholder with two Qualifying Merrill Lynch Card(s) (for example a Signature Rewards card and a MERRILL+ card) may “link” the Qualifying Merrill Lynch Card(s) to combine spend on the linked Qualifying Merrill Lynch Card(s) 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 Card(s). In the event of linking, the cardholder will be asked to designate a “primary” Qualifying Merrill Lynch Card(s) account in which the spend Benefits accrue, and to which the other Qualifying Merrill Lynch Card(s) “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 Benefit). 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 60 days from the close date to transfer the Benefits to one of the secondary accounts. To obtain any 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 combined with Merrill Points earned on the Qualifying Merrill Lynch Card(s).

[▲ Back to top](#)

Benefit Restrictions

35. 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 property of any cardholder or other person. Unless Merrill Lynch or the issuer consent, neither Benefits nor Status Levels eligibility 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; upon 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 and the issuer 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 Merrill Points redemptions and/or linked for spend aggregation, any other Merrill Lynch or non-Merrill Lynch benefits or rewards program (including any frequent flyer program), or any other issuer benefits or rewards program (including any frequent flyer program) unless otherwise specified by Merrill Lynch and/or the issuer, 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.

[▲ Back to top](#)

Combined Merrill Points Redemption

36. By setting up associated accounts for the purpose of combined Merrill Points redemption, all such combined accounts’ Merrill Points will be viewable and available for use by all authorized redeemers on each associated account. When redeeming Merrill Points accumulated in one account, you must first exhaust those Merrill Points before using Merrill Points in another associated account. When combining more than two accounts for the purpose of combining Merrill Points redemption, Merrill Points will be taken first from the associated account with the earliest enrollment date. Merrill 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 Merrill Points earned on the Qualifying Merrill Lynch Card(s).

[▲ Back to top](#)

Additional Conditions

37. Merrill Lynch and the issuer reserve the right to disqualify any cardholder from participating in the Benefits Program and to invalidate any Benefit or Status Level eligibility a cardholder has or may obtain for any reason, including, but not limited to: abuse, fraud, or any violation of the Benefits Program Terms and Conditions. You are responsible for determining any tax liability arising from participation in the Benefits Program. Consult your tax advisor concerning tax consequences.

By participating in the Benefits Program, and accepting a Benefit, 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) and its agents/contractors (including, without limitation, the subsidiaries, affiliates, shareholders employees, officers, directors of any Benefits Program administrator used by Merrill Lynch), including, but not limited to, the issuer and its Released Parties and its agents/contractors, from any and all claims or damages arising out of the use of any Benefit including, but not limited to, any physical injury or death resulting from any travel taken as a result of this Benefits Program. Benefit Suppliers are solely responsible for the fulfillment of Benefits. Merrill Lynch, the issuer and any Benefits Program administrator have no obligation with respect to provision of Benefits to cardholders. As a result, Merrill Lynch, the issuer and any Benefits Program administrator are not

responsible or liable for any loss due to a Benefit Supplier's failure to provide or honor any Benefit or Status Level or for the provision of any service or good by any Benefit Supplier.

All Benefits, including merchandise, gift certificates, gift cards and travel services (including those services provided by air, water, or surface carriers, hotels and other accommodation providers, food or beverage providers, transportation companies, delivery or courier services, etc.) are manufactured or provided by third-party Benefit Suppliers not controlled by Merrill Lynch, the issuer, or any Benefits Program administrator. Benefit Suppliers therefore are not agents, employees, or affiliates of Merrill Lynch, the issuer, or any Benefit Program administrator. Warranty, service and/or support for goods may be available to you from Benefit Suppliers, but not from Merrill Lynch, the issuer, or any Benefits Program administrator. Merrill Lynch, the issuer, and any Benefits Program administrator (i) make no representation or warranty of any kind, express or implied, with respect to Benefits offered or obtained under the Benefits Program; and (ii) do not offer, endorse, or guarantee any of the goods, services, information or recommendations provided by any one or more Benefit Supplier to you.

The Benefits Program is subject to government approval and is void where prohibited by law. All aspects of the Benefits Program are governed by the laws of the State of Delaware, without reference to its choice of law provisions. If any provision of the Benefits Program Terms and Conditions is held to be invalid, void or unenforceable, all other provisions shall remain valid and be enforced and construed as if such invalid provision were never a part of the Benefits Program Terms and Conditions. Any decisions made by Merrill Lynch, any Benefits Program administrator, and/or the issuer regarding disputes with a cardholder concerning one or more Benefits or Status Level eligibility shall be final.

 [Back to top](#)

PARTNER BENEFITS

AIRLINES

38. 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, 2011, for travel completed by December 31, 2012. Offer cannot be booked online. 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 an MERRILL+ 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 MERRILL+ 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 \$45 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 the purchased ticket may be eligible to earn BA Miles in accordance with the rules of the British Airways Executive Club program. 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, 2011 with all travel completed by December 31, 2012. Offer cannot be booked online. 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 \$15 per ticket will apply when booked through the Merrill Lynch Travel Advisor. Ticket must be paid for using your MERRILL+ 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 Lynch 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 only when 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. The purchased ticket may be eligible to earn BA Miles in accordance with the rules of the British Airways Executive Club program. 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 through December 31, 2011. 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. MERRILL+ 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 and rules for using BA Miles for ticket upgrade, please visit ba.com. Subject to fees, taxes and surcharges, including airline surcharges.

 [Back to top](#)

39. 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. Valid for flights booked by December 31, 2011 with travel completed by March 31, 2012. Offer cannot be booked online. Tickets must be booked and ticketed by calling your Merrill Lynch Travel Advisor at 1.800.419.0000, using your MERRILL+ card or redeeming your Merrill Points.

Qualifying Transatlantic/Japan/South Korea/Australia/Philippines/Guam/Saipan/Thailand 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 Europe, Japan, South Korea, Australia, Philippines, Guam, Saipan or Thailand sectors.

Qualifying Western Hemisphere Travel (Mexico/Central America/ Caribbean/ South America Travel): Delta's Western Hemisphere tickets apply to full C, CW, CX, C06, 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 \$45 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 travel on purchased ticket may be eligible to earn Delta SkyMiles miles in accordance with the rules of the Delta SkyMiles program. 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, 2011, with all travel completed by March 31, 2012. Offer cannot be booked online. 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 MERRILL+ card. The standard booking fee of \$15 per ticket will apply when booked through the Merrill Lynch Travel Advisor. 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 Lynch 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 travel on purchased ticket may be eligible to earn Delta SkyMiles miles in accordance with the rules of the Delta SkyMiles program. 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, 2011 with all travel completed by March 31, 2012. Offer cannot be booked online. 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 MERRILL+ 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 \$15 per ticket will apply when booked through the Merrill Lynch Travel Advisor. 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

 [Back to top](#)

40. **Marquis JetSM**

a) General

The Merrill Lynch Marquis Jet Card program is available to all MERRILL+ cardholders who have been issued a MERRILL+ card. Cardholders must have reached the +3 Status Level prior to being eligible for the Marquis Jet Card benefits and complimentary ground transportation. Marquis Jet Partners, Inc. is a wholly-owned subsidiary of Netjets Inc. and sells the Marquis Jet Card. Marquis Jet Card program flights are operated by NetJets Aviation under its 14 CFR Part 135 Air Carrier Certificates. 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 MERRILL+ card

Cardholders have the option of paying for their Marquis Jet Card using their MERRILL+ card, check or wire transfer. Payments by a MERRILL+ card is available to all Status Levels; Cardholders do not have to have achieved +3 Status Level in order to pay with their MERRILL+ card. All payments subject to credit availability.

c) Marquis Jet Card Benefits – +3 Status Level

Offer is valid through December 31, 2011. 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, 2011. 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, 2011. Marquis Jet Partners, Inc. is a wholly owned subsidiary of NetJets Inc. and sells the Marquis Jet Card. Marquis Jet Card program flights are operated by NetJets Aviation under its 14 CFR Part 135 Air Carrier Certificates. Card prices applicable to the Marquis Jet North American Program through December 31, 2011. 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): 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 \$16.20 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 - +3 Status Level

Offer is valid for Marquis Jet Cards purchased through December 31, 2011. This complimentary upgrade promotion will be offered to any +3 Status Level 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 2011: Jan. 1, Jan. 2, Jan. 3, Feb. 17, Feb. 18, Feb. 21, Feb. 22, Mar. 12, Mar. 13, Mar. 19, Mar. 20, Mar. 26, Mar 27, and Apr. 25. Additional blackout dates in 2011 will be announced at a later time. 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, 2011. 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 MERRILL+ 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, 2011. Complimentary private aviation consultations are available to MERRILL+ cardholders who call Marquis Jet at 1.866.JET.6790 (538.5790). Consultations will provide cardholders with a “Needs Analysis” in order to recommend a course of action depending on the particular needs of the cardholder.

f) Redeem Merrill Points for Flight Hours

The selection of NetJets aircraft and the number of Merrill Points required to redeem are valid through December 31, 2011. Merrill Points accrued in the Merrill Lynch Beyond Rewards programs may be redeemed, in two-hour increments (one-hour for current Marquis Jet Card Owners) for flights on any of the following aircraft at the corresponding Merrill Points per hour shown:

Aircraft Type	Merrill Points Required/Hour
Hawker 400XP	standard: 344,000
Citation Encore+/Encore	standard: 367,650
Citation XLS/Excel	standard: 458,850
Hawker 800XP	standard: 490,200
Citation Sovereign	standard: 574,750
Citation X	standard: 612,750
Gulfstream G200	standard: 687,800
Falcon 2000EX/2000	standard: 785,650
Gulfstream G450/G400/GIV-SP	standard: 884,450

Redemption of Merrill Points entitles a MERRILL+ 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 MERRILL+ card.

Redemption Process:

- i. MERRILL+ 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 MERRILL+ 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 MERRILL+ 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 2011: Jan. 1, Jan. 2, Jan. 3, Feb. 17, Feb. 18, Feb. 21, Feb. 22, Mar. 12, Mar. 13, Mar. 19, Mar. 20, Mar. 26, Mar. 27, and Apr. 25. Additional blackout dates in 2011 will be announced at a later time. 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.

 [Back to top](#)

AIRPORT LOUNGES

Offer is valid through December 31, 2011. Cardholders must reach the +3 Status Level by spending \$50,000 in net retail purchases on their MERRILL+ 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.

41. 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. MERRILL+ 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 MERRILL+ 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 MERRILL+ 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.

 [Back to top](#)

42. 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, 2011 but cardholders should call no later than March 31, 2012 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."

 [Back to top](#)

43. 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, 2011, but cardholders should call no later than March 31, 2012 to sign up. Delta Sky Club membership is non-transferable and 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.

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 a Delta Sky Club membership, call the Rewards& Benefits Center at 1.800.419.0000 and say "Visa Rewards."

 [Back to top](#)

CAR RENTAL

44. Hertz

Offer valid only when requested at the time of booking. Offers valid for vehicle pickup through December 31, 2011. Discount refers to the up to 20% savings. Discounts apply to rentals at participating locations in the U.S., Canada, Puerto Rico and Mexico. 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, a minimum 5-day rental is required and 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 21 (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 Rentals of Any Car Class and up to 20% Savings](#)

[\\$15 Off Weekend Rentals of Any Car Class and up to 20% Savings](#)

[Up to 20% Savings and Two Free Days of Hertz NeverLost® – +2/+3 Status Level](#)

 [Back to top](#)

CRUISES

45. Merrill Lynch Cruise Program

Double Merrill Points Offer

Double Merrill Points will be awarded on final payments made before December 31, 2011 for new cruise bookings. Payments made on or after January 1, 2012 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 MERRILL+ 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.

Ama Waterways

Offer only valid when requested at the time of booking. Travel must be booked and completed by December 31, 2011. \$250 shipboard credit offer is based on double occupancy and is in addition to any discount offered on a specific sailing. \$250 shipboard credit offer is available for any sailing on AMAWATERWAYS ships traveling on the Rhine, Main, Danube and Mosel rivers.

 [Back to top](#)

Azamara Club Cruise

Offer only valid when requested at the time of booking. Travel must be booked and completed by December 31, 2011. 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 & fees are additional. Other terms, restrictions and conditions apply. 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. *For the 50% off shore excursions offer:* Offer is valid for full fare bookings for sailings departing April 4 – December 27, 2011 on the Azamara Journey® and May 6 – December 3, 2011 on the Azamara Quest®. Offer excludes overland tours, private arrangements, special ticketed events such as the Monaco Grand Prix, Rio Carnival, concerts and other ticketed performances. Offer is only available for shore excursions booked prior to sail date and is not available once onboard ship. Shore excursions can be booked on AzamaraClubCruises.com beginning four months prior to sailing. Reservations are accepted on a first come, first served basis, and are subject to availability.

[▲ Back to top](#)

Celebrity Cruises

Offer valid only when requested at the time of booking. Offer valid for travel booked and completed by December 31, 2011. Book any Celebrity cruise of seven nights or longer in an oceanview or higher stateroom and receive a bottle of wine and an Onboard Value Coupon Booklet (value up to \$300) per stateroom. The shipboard coupon booklet includes Terms and Conditions on specific offers. Total shipboard savings booklet is calculated based on the total savings amount available. Coupons are not refundable, non-transferable and have no cash value. No photocopies. Ships' Registry: Malta and Ecuador.

[▲ Back to top](#)

Crystal Cruises

Offer only valid when requested at the time of booking. Travel must be booked and completed by December 31, 2011. 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 complimentary 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 and SFO. Europe voyages have complimentary business class air when booking stateroom in suite categories CP, PS, and PH 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. Complimentary air, when indicated, is included in the published fare. Complimentary air program includes airport transfers for up to two guests. If a guest chooses not to participate in the available complimentary 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.

[▲ Back to top](#)

Holland America Line

Offer only valid when requested at the time of booking. Travel must be booked and completed by December 31, 2011. Offer not combinable with other cruise discounts and promotions. All amounts in U.S. Dollars. Cannot be used in conjunction with any promotional programs, Mariner Society®, Holland America Line discounts or any other discount programs. Subject to availability. Ships' Registry: The Netherlands.

[▲ Back to top](#)

Norwegian Cruise Line (NCL)

Offer only valid when requested at the time of booking. Travel must be booked and completed by December 31, 2011. 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. 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.

[▲ Back to top](#)

Oceania Cruises

Offer only valid when requested at the time of booking. Travel must be booked and completed by December 31, 2011. 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 and 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.

[▲ Back to top](#)

Princess Cruises®

Offer only valid when requested at the time of booking. Travel must be booked by December 31, 2011. Princess fares are per person, cruise only, USD, based on double occupancy group pricing, subject to availability, capacity controlled and may be limited by residency. The \$2,499.00 fare applies to Coral Princess category BD on the January 31, 2012 sailing. The \$2,595.00 fares apply to Golden Princess category BC on the February 29, 2012 sailing. Amenities apply to the first and second

passengers only. Government fees and taxes of up to \$261.38 for Coral Princess and \$61.77 for Golden Princess 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. Call for terms, conditions and definitions that apply to all bookings. Other restrictions may apply. © 2010 Princess Cruises. Ships' Registry: Bermuda.

[Back to top](#)

Regent Seven Seas Cruises

Offer only valid when requested at the time of booking. Travel must be booked and completed by December 31, 2011. 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. Complimentary air applies to economy, round-trip flights only from the following U.S. and 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. Complimentary 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.

[Back to top](#)

Royal Caribbean

Offer only valid when requested at the time of booking. Travel must be booked and completed by December 31, 2011. Complimentary dinner and spa treatment offers are valid for new individual bookings only on seven-night or longer sailings booked in a balcony stateroom or higher. For the complimentary spa treatment offer, once onboard, you may choose from: La Therapie Hydrolift facial, Swedish massage or 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.

[Back to top](#)

Silversea

Offer only valid when requested at the time of booking. Travel must be booked and completed by December 31, 2011. 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 and 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.

[Back to top](#)

The Yachts of Seabourn

Offer only valid when requested at the time of booking. Travel must be booked and completed by December 31, 2011. Fares are in U.S. dollars, cruise-only, for new bookings only, per guest, double occupancy and subject to availability. Fares are not combinable with any other offer, may vary by sailing date, are capacity controlled, subject to change without notice and are only available to residents of the Americas. Government fees of \$126.61 to \$130.82 per person are additional. Certain restrictions apply. Call for details Information herein is accurate at time of printing. Seabourn reserves the right to correct errors. Seabourn reserves the right to charge a fuel supplement for all guests, without prior notice, if the NYMEX oil price exceeds \$70.00 USD per barrel, and may collect such a supplement even if the cruise fare has been paid in full. Ships' registry: Bahamas. © 2010 Seabourn.

[Back to top](#)

HOTELS & RESORTS

46. Almond Resorts

Offer is only valid when requested at time of booking. Valid for travel booked and completed by December 31, 2011. Offer not valid December 25, 2010 – January 2, 2011 and April 24 – 26, 2011. Rates are per room, per night and based on availability at the time of reservation and may vary depending on season. Offer is applicable to new bookings only, and not combinable with any other offers or promotions. Offer does not apply to groups. Advance reservations required. \$50 resort credit is per room, per stay. Resort credit is not refundable or transferable; any unused portion of the credit will be forfeited. Credit is not redeemable for cash. Upgrade, early check-in, and late check out is based on availability. Other restrictions may apply.

[Back to top](#)

47. Barcelo Los Cabos Palace (Funjet Vacations)

Valid for travel booked and completed by December 23, 2011. Offer valid when booked in the Junior Suite room category. Complimentary room upgrade to a Deluxe Oceanview Junior Suite will be provided upon check-in. \$200 resort credit is valid per room, per stay and will be distributed as coupons upon check-in at the resort in the following denominations: two coupons of \$40 to use towards the resort, plus one coupon of \$20 towards spa treatments, one \$70 coupon toward a romantic dinner and one \$30 coupon towards a bottle of wine. Coupons are non-transferable and only one coupon may be redeemed may be redeemed per

service. Coupons have no cash value and no substitutions are allowed. Offers may not be combinable with other promotions and specials. Please check with your Merrill Lynch Travel Advisor for additional details and deposit policies.

[▲ Back to top](#)

48. **Fairmont, Raffles and Swissôtel**

Offer valid only when requested at the time of booking. Hotel stay must be completed by December 31, 2011. 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 MERRILL+ card. The 10% discount and room upgrade offers are not valid at the following property locations: Raffles Hotel Singapore, Royal Monceau, and The Raffles Resort Praslin.. 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. Call the Merrill Lynch Rewards & Benefits Center for certificate details.

[▲ Back to top](#)

49. **KSL Resorts**

Offer valid only when requested at the time of booking and are subject to availability. Stay must be completed by December 31, 2011. You must make your reservation and pay using your MERRILL+ 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. 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.

[▲ Back to top](#)

50. **Marriott Resorts & Spas**

Offer valid only when requested at time of booking. Stay must be booked and completed by December 31, 2011. Blackout dates are as follows: December 26, 2010 – January 2, 2011 and December 26, 2011 – January 2, 2012. Free night value is room and tax only. Complimentary free night is available for all room categories except Double Standard rooms. Rates are per room, per night and based on availability at the time of reservation and may vary depending on season. Offer is applicable to new bookings only, and not combinable with any other offers or promotions. Offer does not apply to groups. Advance reservations required.

[▲ Back to top](#)

51. **NH Royal Beach Grand Luxury Resort**

Offer valid only when requested at the time of booking. Offer valid for travel booked and completed by December 23, 2011. Room upgrade is available to an Oceanview Room, Swim Out Room or Garden Terrace Room. Room category will be based on availability at time of check-in.

[▲ Back to top](#)

52. **Ocean Breeze Hotels**

Offer is only valid when requested at time of booking. Valid for travel booked and completed by December 31, 2011. Offer not valid December 25, 2010 – January 2, 2011 and April 24 – 26, 2011. Free night value is room and tax only. Rates are per room, per night and based on availability at the time of reservation and may vary depending on season. Offer is applicable to new bookings only, and not combinable with any other offers or promotions. Offer does not apply to groups. Advance reservations required. To receive the Spa and Golf credit, a minimum stay of five (5) nights is required. Golf and Spa credits are per room per night. Golf and Spa credit is not refundable or transferable; any unused portion of the credit will be forfeited. Credit is not redeemable for cash. Other restrictions may apply.

[▲ Back to top](#)

53. **The Ritz-Carlton Kapalua**

Offer valid only when requested at time of booking. Stay must be booked and completed by December 31, 2011. Blackout dates are as follows: December 26, 2010 – January 2, 2011 and December 26, 2011 – January 2, 2012. Complimentary fifth night free offer is available for all room categories except Terrace Room. Free night value is room and tax only. Rates are per room, per night and based on availability at the time of reservation and may vary depending on season. Offer is applicable to new bookings only, and not combinable with any other offers or promotions. Offer does not apply to groups. Advance reservations required.

[▲ Back to top](#)

54. **RockResorts**

Offer is only valid when requested at time of booking. Valid for travel booked and completed by December 31, 2011. Offer is applicable to new bookings only, and not combinable with any other offers or promotions. Offer does not apply to groups. Advance reservations required. \$40 Breakfast Credit is per room per day. To receive the Spa Credit, guest must book a minimum 50-minute Spa treatment. Credits are not refundable or transferable; any unused portion of the credit will be forfeited. Credit is not redeemable for cash. Other restrictions may apply.

[▲ Back to top](#)

55. W Hotels

Offer is only valid when requested at time of booking. Valid for travel booked and completed by December 31, 2011. Offer is applicable to new bookings only, and not combinable with any other offers or promotions. Offer does not apply to groups. Advance reservations required. Upgrade, early check-in, and late check-out is based on availability. Other restrictions may apply.

[Back to top](#)

56. Westin

Offer is only valid when requested at time of booking. Valid for travel booked and completed by December 31, 2011. Rates are per room, per night and based on availability at the time of reservation and may vary depending on season. Offer is applicable to new bookings only, and not combinable with any other offers or promotions. Offer does not apply to groups. Advance reservations required. \$50 Food & Beverage Credit is per room, per stay. Credit is not refundable or transferable; any unused portion of the credit will be forfeited. Credit is not redeemable for cash. Upgrade, early check-in, and late check-out is based on availability. Other restrictions may apply.

[Back to top](#)

TOURS

57. Tauck

10-Day French Waterways & Vineyards River Cruise; 8-Day Tuscany & Cinque Terre Tauck Journey and 14-Day Spain & Portugal Tauck Journey

Offer valid only when requested at the time of booking. Travel must be booked and completed by December 31, 2011. Rates are per person and 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.

[Back to top](#)

OTHER BENEFITS

58. Blue Nile

Offer expires at 3 PM EST, December 31, 2011. To receive the Merrill Lynch discount, your purchase must be charged in full to your MERRILL+ 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, MERRILL11, 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.

[Back to top](#)

59. Dell

Offers valid through December 31, 2011. 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 NOVEMBER 23, 2010 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 <http://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 MERRILL+ 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.

[▲ Back to top](#)

60. From You Flowers

Offer valid through December 31, 2011. 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 MERRILL+ 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 for complete details and restrictions.

[▲ Back to top](#)

61. Luggage Forward

Only valid when requested at the time of booking. MERRILL+ card must be used as form of payment. Cannot be combined with any other offer or promotion. Offer expires December 31, 2011. 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.

[▲ Back to top](#)

MERRILL LYNCH MALL

62. To be eligible to earn bonus Merrill Points, your MERRILL+ card account must be open with charging privileges and you must begin each shopping session and make your qualifying purchase through the Merrill Mall. Only purchases which are made by clicking through the Merrill Mall will be eligible to earn bonus Merrill Points. Allow up to 60 days for bonus Merrill Points to appear on your statement. Please review the mall Terms of Use on the shopping website.

[▲ Back to top](#)

MERRILL REWARDS FOR BUSINESS™ CREDIT CARD

63. Merrill Rewards for Business Cardholders who also carry a personal MERRILL+ Credit Card or Signature Rewards Deferred Debit Card can choose to transfer their Merrill Rewards for Business WorldPoints rewards points to Merrill Points. Merrill Points cannot be transferred to WorldPoints rewards points. All redemptions including point transfers are final and cannot be reversed. Because Merrill Lynch Beyond Rewards redemptions are subject to availability, before transferring your points, please check the availability of rewards and confirm the number of Merrill Points required for each redemption. Your WorldPoints rewards points will be redeemed for Merrill Points into your specified Merrill Points account within minutes of having requested the points transfer. Your Merrill Points will be subject to the terms and conditions of the Beyond Rewards program. For more information on the Beyond Rewards program, visit card.ml.com. By agreeing to transfer your points, you acknowledge and agree to these terms and conditions.

[▲ Back to top](#)

INSURANCE AND TRAVEL SERVICES

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

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

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

What does the program provide?

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

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

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

"Public Conveyance" means any land only Common Carrier, including taxi, bus, train or airport limousine, but not including courtesy transportation provided without a specific charge. Coverage ends on the following: 1) when you alight from any Public Conveyance after departing from the airport, terminal or station immediately after arrival on the Common Carrier if you travel from the airport, terminal or station on a Public Conveyance; or 2) when you depart from the airport, terminal, or station immediately after arrival on the Common Carrier if you travel from the airport, terminal or station using other transportation than a Public Conveyance.

Who is eligible for Travel Accident Insurance?

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

What is the cost?

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

Who is the beneficiary?

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

What are the benefits?

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

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

What are the exclusions?

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.

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.

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

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).

 [Back to top](#)

65. 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

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.

- **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

 [Back to top](#)

66. 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

 [Back to top](#)

67. 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

[⬆️ Back to top](#)

68. AUTO RENTAL COLLISION DAMAGE WAIVER

What is this benefit?

When certain terms and conditions are met, the Visa Signature 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 excess of, any valid and collectible insurance from any other source. We will reimburse you only for the damage of theft not payable by any other party. Here are answers to some commonly asked questions about the benefit.

Who is eligible?

You are eligible only if you are a valid cardholder whose name is embossed on an eligible U.S.-issued Visa Signature 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 in these terms and conditions, Visa Signature Auto Rental CDW reimburses you for the deductible portion of your personal automobile insurance, valid administrative and loss-of-use charges imposed by the rental car company, as well as reasonable towing charges resulting from 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 vehicle rental periods that neither exceed nor are intended to exceed fifteen (15) consecutive days within your country of residence or thirty-one (31) consecutive days outside your country of residence 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 excess of, any valid and collectible insurance or reimbursement from any source. This means that, subject to these terms and conditions, Visa Signature Auto Rental CDW applies to losses or expenses that are not covered by insurance or reimbursement.

Covered losses are:

- Physical damage and/or theft of the covered rental vehicle.
- Valid loss-of-use charges imposed and substantiated by the auto rental company 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 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 1.800.397.9010 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 +1 410.902.8012. The Benefit Administrator will answer any questions you or the rental agency may have and will then send you a claim form.

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

What is not covered?

- Any obligation you assume under any agreement (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 definition of covered vehicles.
- Rental periods that either exceed or are intended to exceed fifteen (15) consecutive days within your country of residence or thirty-one (31) consecutive days outside your country of residence.
- 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 **1.800.397.9010** for help. If you are outside the United States, call the international operator and ask to be connected collect to +1 410.902.8012.

*Not applicable to residents of certain states.

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, 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 Visa Signature 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 Signature Auto Rental CDW supplements, and applies 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 administration 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 benefits.

What types of rental vehicles are not covered?

Excluded worldwide are: expensive, exotic, and antique automobiles; certain vans; vehicles that have an 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, selected models of BMW, Mercedes-Benz, Cadillac and Lincoln are covered.

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

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

If you have any questions regarding a specific vehicle, call the Benefit Administrator at **1.800.397.9010**. If you are outside the United States, call the international operator and ask to be connected +1 410.902.8012.

What do I need from the auto rental company in order to file an 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 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 may 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 damage or theft, even if all other required documentation is not yet available, or your claim may be denied.**
- A copy of your receipt or monthly billing statement as proof that the entire vehicle rental was charged and paid for with your eligible Visa Signature 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 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 Visa Signature cardholders.

To submit your claim and learn more about Visa Signature Auto Rental CDW go to the Visa Auto Rental CDW Claim Center at 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 Signature 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 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 cardholder agrees that representations regarding claims will be accurate and complete. Any and all relevant provisions shall be void in any case of fraud, intentional concealment, or misrepresentation of material fact by the cardholder.

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

No legal action for a claim may be brought against us until sixty (60) days after we receive Proof of Loss. After the expiration of three (3) years from the time written Proof of Loss was to be provided, no action shall be brought to recover on this benefit. Further, no legal action may be brought against us unless all the terms of these terms and conditions have been complied with fully.

This benefit is provided to eligible Visa Signature cardholders at no additional cost. The terms and conditions contained herein may be modified by subsequent endorsements.

Modifications to the terms and conditions may be provided via additional mailings, statement inserts, or statement messages. The benefit described in these terms and conditions will not apply to Visa Signature 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 Visa Signature cardholder. It is insured by indemnity insurance Company of North America.

This Guide to Benefit describes the benefit in effect as of 3/1/08. This benefit and description supersedes any prior benefit and description you may have received earlier. Please read and retain for your records. Your eligibility is determined by the date your financial institution enrolled your account in the benefit.

FORM #VCCDW01 (06/08)

 [Back to top](#)

69. 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.

 [Back to top](#)

MERRILL+ 01/11