Beyond Rewards® Program Terms and Conditions for MERRILL+® Visa Signature® Credit Card

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MERRILL+® Visa Signature® credit cardholders are automatically enrolled in the Beyond Rewards® Program (the “Program”) at no additional cost. The Program is sponsored by Merrill Lynch, Pierce, Fenner & Smith Incorporated (“Merrill Lynch”) and administered by FIA Card Services, N.A. (“the issuer”) and independent third parties manage the travel, concierge, merchandise, and gift card/certificate 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 (“Merrill Points”) to obtain travel 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 (such as a “Reward” or collectively, “Rewards”) as payment for goods and services through us or our travel partners or services. Merrill Points do not expire and will remain available for redemption as long as your account meets the following conditions:

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 Participants (“Net Purchase(s))”). Earn one Merrill Point for each Net Purchase dollar. Merrill Points are calculated at each transaction and are subject to verification. Fractions of Merrill Points greater than .50 are rounded up and less than or equal to .50 are rounded down. Balance transfers, cash advances, including purchases of cash equivalents of any kind, 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 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 we close the account, and the account is in good standing at the time of account closure, we may, at our discretion, permit the cardholder to redeem unused 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.
8. The Billing Cycle statement ("Statement") will show your Merrill Points earnings. Merrill Points have no intrinsic cash value, are Merrill Points subject to certain requirements. For more information, please call 1.800.419.0000.

7. Cardholders may choose to consolidate ("link") Merrill Points earned in multiple MERRILL+ credit card accounts subject to certain ownership and other criteria established by us from time to time. By linking Merrill Points from multiple cards, each cardholder agrees that all cardholders and authorized Merrill Point redeemers will be able to view all consolidated Merrill 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.

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, and vice versa, to the extent permitted by the cards respective terms and conditions.

6. Unless specifically authorized by us, Merrill Points 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.

4. All credit card transactions will be in U.S. dollars. Air Rewards, gift certificates, gift cards or travel rewards, 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 regarding Merrill Points redemptions shall be final. We and our agents/contractors shall not 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 decisions regarding Merrill Points discrepancies shall be final.

3. 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 card Rewards or travel Rewards are considered fully redeemed once issued. No refunds, credits or substitutions will be issued if improper use of membership or naturalization result in denied boarding or entry when using a Travel Reward. Once a Reward is issued and the value of any transaction forming part of any or all of the Merrill Points used to obtain the Reward is either refunded, credited or otherwise rescinded, we 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.

2. We 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 us of any actual or suspected unauthorized use of your account.

1. We 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.

13. We are not responsible for delayed or lost correspondence sent by U.S. mail or any other form of delivery, including email. We do not 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 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 us, Visa U.S.A. Inc., or any of their affiliates; or any group, organization, or entity endorsing this credit card program. We do not offer, endorse, or guaranty any of the goods, services, information or recommendations provided by third parties to you.
15. You agree to release Merrill Lynch, its agents/contractors, FIA Card Services, N.A., 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. The value of rewards earned under the Program may constitute taxable income to you. You are responsible for any tax liability arising from participation in the Program. You may be issued an Internal Revenue Service Form 1099 (or other appropriate form) that reflects the value of such rewards. Please consult your tax advisor, as neither FIA Card Services, N.A., its affiliates, nor their employees provide tax advice. 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.

Anytime, Anywhere, Any Airline® Air Rewards

17. Cardholders may redeem Merrill Points for the 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), who locates the lowest published fares available when booking Air Rewards. Electronic tickets will be issued. 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”) of $500. 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 (for up to $25 of additional cost). Air Rewards are available for worldwide travel based on roundtrip travel departing from the United States (including the District of Columbia, Alaska, Hawaii, U.S. Virgin Islands and Puerto Rico), and ticketed in U.S. dollars. Air Rewards start at 25,000 Merrill Points for flights on the following carriers: American Airlines, Delta Airlines, United Airlines and British Airways. Air Rewards start at 30,000 Merrill Points for all other carriers. Reservation and ticketing require at least a 21-day advance notice. If the advance notice requirement restriction is not met, the ticket will require an additional 5,000 Merrill Points.

MDV includes all taxes and destination fees including 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, baggage charges, gratuities, insurance and airline amenities are the cardholder's responsibility. Once issued, the 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. 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, we charge a $40 fee per ticket for all such modifications, exchanges or cancellations. Companion bookings may be made in conjunction with the redemption of an Air Reward provided the additional travel is on the same itinerary, and at least one of the airline tickets is obtained as an Air Reward. Such companion tickets must be paid for using the MERRILL+ card and are subject to a $15 service fee per ticket. Courtesy bookings may be made without the redemption of an Air Reward. Such flight arrangements and are subject to a $25 fee per ticket. Paper tickets may be requested for a fee of $25 per ticket. Circle trips, wherein the traveler elects to extend a layover or reach a final destination different than his or her original departure destination, may incur additional costs. Combining two or more lower-priced tickets to reach the maximum cost is not allowed. Air Rewards cannot be combined with any other coupons, vendor certificates or special offers unless otherwise stated herein.

Air Dollars-Off Rewards

18. Offer only valid when requested at the time of booking. 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.

Cruise Rewards

19. You may redeem Merrill Points and save on the cost of cabin accommodations or shipboard expenses. Reservation may be made by visiting card.ml.com or calling 1.800.419.0000. All reservations must be made at least seven days in advance. Rewards start at 2,500 Merrill Points. If you have the minimum 2,500 Merrill Points, but not enough for the entire Reward, you can use your Merrill Points for part of the Reward and charge the rest to your MERRILL+ card. Discount and shipboard credit Rewards may not be available on all cruise lines, check at the time of reservation. Cruise Rewards may not be used retroactively or to pay the cost of cruise deposits. The cruise discount will not be effective until you have tendered final payment for the travel arrangements. The appropriate number of Merrill Points you wish to redeem will be deducted from your
Tour Dollars-Off Rewards
20. From time to time, cardholders may receive opportunities to use their Merrill Points for select Travel Rewards; these Rewards may include, but are not limited to, cruise and vacation package arrangements. These offers shall be subject to special terms and conditions, which will be disclosed when the Rewards are advertised. Special terms may include the cruise line and/or vacation supplier's cancellation and refund policies. We will determine the specific Merrill Point redemption level based on the value of each Reward.

Auto Rental and Hotel Rewards
21. You may obtain Auto Rental and Hotel Rewards through participating car rental agencies and hotels worldwide with two different payment options: those that require payment when you use the service and then receive a credit to your MERRILL+ card statement (“Statement Credit Travel Rewards”) and those that you pay for in advance (“Prepaid Rewards”), as further described below. Any optional or ancillary charges (“Miscellaneous Costs”) are not included in the value of the Auto or Hotel Reward and are your responsibility.

For Auto Rental Rewards, Miscellaneous Costs could include: 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 upgrade in vehicle category. For Hotel Rewards, Miscellaneous Costs could include personal charges, food and beverages, additional person(s) and other optional and incidental expenses, or upgrade in room category. You earn Merrill Points for additional costs charged to the MERRILL+ card. There are no exchanges or refunds for "no-shows" or unused portions of Auto Rental or Hotel Rewards obtained through the Program. For Auto Rental Rewards, you must meet credit, age and driver requirements in effect at the time and place of rental. You must present your card upon arrival and when returning the vehicle/checking out.

a) Statement Credit Travel Rewards
Statement Credit Rewards must be reserved by calling the Rewards and Benefits Center. Use your Merrill Points to obtain hotel stays and car rentals. 5,000 Points = $50 MDV. For every 5,000 Merrill Points you use, you will receive up to a $50 credit toward the cost of your travel arrangements. Redeem as many $50 credits as you choose. 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. 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 charge the remaining $25 to your MERRILL+ 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. The entire cost of the rental or hotel stay must be charged to your MERRILL+ card. We will process a credit transaction to your MERRILL+ card within five business days after you make your reservation which will be applied to your account as a retail credit adjustment, not as a payment; you must continue to make your Total Minimum Payment shown on your Billing Statement. If you do not use the Reward, the credit adjustment remains but Merrill Points used to obtain the Reward are not reinstated. When you return the vehicle/check out of your hotel, your MERRILL+ card will be charged for the complete rental cost/room bill, including any Miscellaneous Costs.

b) Prepaid Rewards
Prepaid Rewards may be redeemed online by going to card.ml.com or by calling 1.800.419.0000. Redeem for all or a portion of your rental/stay with your Merrill Points plus cash option. Prepaid Rewards begin at 2,500 Merrill Points, but have no corresponding maximum dollar value. We will determine the specific Merrill Point redemption level based on the dollar value of each Reward. If you do not use the Reward the Merrill Points used to obtain the Reward are not reinstated. When you return the vehicle/check out of your hotel, your MERRILL+ card will be charged for any Miscellaneous Costs.

Merchandise and Gift Cards/Certificates Rewards
22. Redeem Merrill Points for merchandise, gift cards or gift certificate selections at card.ml.com or by calling 1.800.419.0000. All redemptions are final. The selection of items and the number of Merrill Points needed to obtain them may change at any time. Rewards are shipped prepaid. Returns or exchanges are only permitted for damaged or defective Rewards. The return must occur within 30 days of your receipt of merchandise Rewards. We will arrange the return and pay the shipping charges for any damaged or defective Rewards. Rewards are subject to availability. 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 manufacturers' model or style updates or photo facsimile used for general representation of merchandise. Restrictions may apply to the availability of some Rewards, such as
IRA. Merrill Points may not be redeemed for a contribution to an IRA account other than an IRA account at Merrill Lynch. Deadlines established by Merrill Lynch. For example, 2012 Tax Year Contributions must be made by April 5, 2013. Making prior year contributions and will be subject to the IRS contribution limits that apply to your Merrill Lynch Eligible IRA and 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, 2012 Tax Year Contributions must be made by April 5, 2013.

Special Rewards
23. 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.

24. 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. 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, 2012 Tax Year Contributions must be made by April 5, 2013.

Cash Rewards
25. Redeem Merrill Points for a variety of cash rewards by calling 1.800.419.0000. A cash Reward shall be issued for a U.S. dollar sum in the form of a statement credit to your MERRILL+ 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 and are currently defined as checking or savings accounts from Bank of America, N.A., or first or second mortgage loans serviced by Bank of America, N.A. (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 MERRILL+ card will post to your account within 30 days of the date of redemption. Statement credits will generally be applied to your existing balance with the highest pric ed 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 us.

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 MERRILL+ card.

If your MERRILL+ card 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. We cannot guarantee that your financial institution will accept an electronic transfer (ACH) from us on your behalf. If an electronic transfer is refused for any reason, we 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. first or second 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. 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 we 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 the issuer. We are not responsible for how the payment is applied to applied account and cannot control whether payments are applied to the principal balance on your loan or any outstanding fees.

It is your responsibility to ensure that payments made by us towards your mortgage loan on your behalf do not violate the terms of your agreement with Bank of America, N.A. during the redemption process. We are not responsible or liable for any payment penalties that Bank of America, N.A. may charge to your mortgage account.

If an adjustment to your Merrill Points total for any reason causes you to receive more credit to your mortgage account than you were otherwise entitled to, you agree you may owe the value of such excess to us. We have the right to reduce your Merrill Points accordingly, withhold any subsequent Merrill Points and/or 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 MERRILL+ card.

Charitable Donations
26. Redeem Merrill Points for a variety of charitable donations by calling 1.800.419.0000. 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.

Concierge Service
27. 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 act at times refer you to other third-party service providers, who are not employees or agents of us 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) we and our 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.

BENEFITS PROGRAM

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

Eligibility for Benefits and Status Levels
29. 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 MERRILL+ card, and (iii) where eligibility for a Benefit requires the purchase of goods or services, the full amount of the purchase must be made using your MERRILL+ card.

Status Levels and the eligibility requirements for a 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 two Status Levels of Benefits offered under the Benefits Program. Balance transfers, cash advances, including purchases of cash equivalents of any kind, 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 MERRILL+ card 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 ("Base") which are ongoing and are not re-earned. When the cardholder becomes eligible for Plus Level, the applicable Benefits begin the month following achievement Plus Level for the remainder of that calendar year plus the entire following calendar year.

The Benefits Program offers the opportunity for cardholders to achieve Plus Level status and thus entitle the cardholder to a variety of upgrades, Benefits, discounts and special offers provided through third-party suppliers. Plus Level status will provide enhanced Benefits associated with some of the features provided by or through us or Visa. Achievement of Plus Level currently requires Annual Purchase Volume of $50,000 within a given calendar year. When Plus Level status is achieved, the MERRILL+ cardholder will be eligible for Plus Level Benefits beginning the month following achievement of Plus Level, for the remainder of that calendar year plus the entire following calendar year.

Benefit Restrictions
30. Purchase protection or extended warranty coverage associated with your MERRILL+ card 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 we 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. We 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 us, as applicable. For Benefits involving a complimentary ticket, stay, or service, Benefit Specific Rules may require, without limitation, gratuities, baggage charges, insurance, and airline and hotel amenities. Issuance of a Benefit certificate or voucher does not constitute a reservation.

Additional Conditions
31. We 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 adviser 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. We and any Benefits Program administrator have no obligation with respect to provision of Benefits to cardholders. As a result, we 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 us or any Benefits Program administrator. Benefit Suppliers therefore are not agents, employees, or affiliates of us or any Benefit Program administrator. Warranty, service and/or support for goods may be available to you from Benefit Suppliers, but not from us or any Benefits Program administrator. We 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.

**PARTNER BENEFITS**

**AIRCRAFTS**

32. **British Airways Avios Miles Exchange**

**Redeem Merrill Points for Avios**

Offer valid through December 31, 2013. You must have a valid British Airways Executive Club account to convert Merrill Points into Avios. Merrill Points may be converted in increments of 5,000. Flights booked using Avios cannot be used to accrue Merrill Points or additional Avios under the British Airways Executive Club. All flights are subject to availability at time of booking. All redemptions are considered final and Avios cannot be converted back to Merrill Points. Please allow up to six weeks for Merrill Points converted to Avios to appear in your British Airways Executive Club account. Redemption of Avios on British Airways or other oneworld® carriers are subject to the terms and conditions of the British Airways Executive Club. Redemption of Avios through the Executive Club program is separate and distinct from the awards available through the “Air Rewards Program” and “Dollars Off Air Travel Rewards”. Avios cannot be applied toward these other offers. Flights redeemed on British Airways or other oneworld® carriers are subject to taxes, fees, and carrier charges. The amount of taxes, fees and carrier charges will vary depending on routing. Merrill Lynch is not responsible for changes to the British Airways Executive Club program or program terms. For the most up to date information on how to enroll in the British Airways Executive Club or for Avios redemption rules and restrictions please visit [www.ba.com/theclub](http://www.ba.com/theclub).

33. **Delta Air Lines**

This is a limited time promotion, all travel must be booked on or before December 31, 2013 and all travel completed by March 31, 2014. All offers are available only by calling the Merrill Lynch Travel Advisor at 1.800.419.0000 and cannot be booked online. Purchase tickets are all subject to the standard $15 per ticket booking fee. All exchanges, modifications or cancellations are subject to the standard $45 per ticket change fee in addition to any fees imposed by the airline Discounts will not be applied to fuel surcharges or government and airport imposed taxes, fees or charges. Discounts apply to select published fares in certain booking classes and may vary by fare code or city pairs. A Merrill Lynch Travel Advisor will explain all rules, surcharges and additional fees at the time of booking. Corporate Discounts, consolidator or wholesale fares, senior citizen discounts, travel agency discounts child or infant fares or any promotional offers do not qualify and cannot be combined with this offer Delta Air Lines rules and restrictions apply. 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. Tickets are non-transferable and non-endorseable. No name changes are allowed once tickets are issued. Delta Sky Miles cannot be used for redemptions or upgrades, in conjunction with this offer. Travel on purchased tickets may be eligible to earn Delta Sky Miles in accordance with the rules of the Delta Sky Miles program. Terms and conditions of the Delta Sky Club will apply. Merrill Lynch and Delta Air Lines reserve the right to amend or discontinue these offers at any time.

**Discounted Flights from New York to London** — Offer applicable to new reservations for one way or round trip travel. The discount applies to fares in select booking classes and to destinations in the U.S. and Canada. This offer may not be combined with any other discount or offer and does not apply to Merrill point redemption tickets. A Merrill Lynch Travel Advisor will explain all rules, surcharges and additional fees at the time of booking.

**Up to 15% Off Caribbean and Mexico European Flights** — Offer applicable to new reservations for one way or roundtrip travel. This offer may not be combined with any other discount or offer and does not apply to Merrill point redemption tickets. A Merrill Lynch Travel Advisor will explain all rules, surcharges and additional fees at the time of booking.

**Up to 15% Off New York to or From Los Angeles/San Francisco** — Offer applicable to new reservations for one way or round trip travel. The discount applies to fares in select booking classes and to destinations in the U.S. and Canada. This offer may not be combined with any other discount or offer and does not apply to Merrill point redemption tickets. A Merrill Lynch Travel Advisor will explain all rules, surcharges and additional fees at the time of booking.

**Up to 20% Off Trans-Pacific Flights** — Offer applicable to new reservations for one way or round trip travel. The discount applies to fares in select booking classes and to destinations in the U.S. and Canada. This offer may not be combined with any other discount or offer and does not apply to Merrill point redemption tickets. A Merrill Lynch Travel Advisor will explain all rules, surcharges and additional fees at the time of booking.
34. Delta Private Jets™

Redeem Merrill Points for Flight Hours - The Merrill Lynch DPJ program is available to all MERRILL+ cardholders who have been issued a MERRILL+ Card. Delta Private Jets, Inc. ("DPJ") is a wholly owned subsidiary of Delta Air Lines, Inc. and sells the DPJ Jet Card®. DPJ Jet Card program flights are operated by DPJ under its 14 CFR Part 135 Air Carrier Certificate or by another FAA-certificated Part 135 or Part 121 air carrier. The offers contained herein may not be used in combination with one another or any other offer or exchanged for cash. Terms and conditions of the DPJ program are contained in the program agreements ("DPJ Program Agreements") which you will be required to execute prior to becoming a DPJ Jet Cardholder. Taxes are currently being assessed at the following rates (which are subject to change): For each flight segment constituting domestic (US) transportation including flights to or from certain portions of Canada or Mexico, the following taxes and fees may apply and are subject to change (a) a Federal Excise Tax of 7.5%, (b) a Per Passenger Tax of $9.90 per flight segment, (c) a Passenger Facility Charge of up to $4.50 per departure and (d) a September 11 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 also do not include the international departure and arrival tax of $17.20 per passenger for each inbound and outbound international 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.

Pay Using Your MERRILL+ Card - Cardholders have the option of paying for their DPJ Jet Card using their MERRILL+ Card, check or wire transfer. Payment by a MERRILL+ Card is available to all cardholders; Cardholders do not have to have achieved Plus Level in order to pay with their MERRILL+ Card. All payments subject to credit availability.

Complimentary Flight Hour for $100,000 DPJ Jet Card Purchase Arranged by Merrill Lynch - Offer is valid for any Cardholder with the purchase of their first DPJ Jet Card, provided the purchase is completed prior to December 31, 2016. The complimentary flight hour will only apply to trips scheduled on a light cabin aircraft having a scheduled flight time that is more than 1.3 hours or the equivalent value on another aircraft size so long as the scheduled flight time exceeds 1.3 hours. Use of the complimentary flight hour requires 120 hours prior notice for domestic trips and 240 hours prior notice for international trips. Use of the complimentary flight hour is not available on Peak Days. This complimentary flight hour promotion will be offered to a Cardholder who calls DPJ at 1.866.430.1541. All usual terms and conditions of the DPJ Program Agreements will be extended to the additional complimentary hour, and such complimentary hour will become part of the Cardholder’s DPJ’s Jet Card. Complimentary flight hour has no cash value. Prices indicated for both domestic and international transportation are subject to change in accordance with the DPJ Program Agreements. DPJ Jet Card holders are responsible for all federal, state, local and foreign taxes, charges, duties and fees relating to the purchase of services from DPJ, including federal excise tax (which is included in the hourly rate for flight services).

Guaranteed Simultaneous Use of up to Three Aircraft on Non-Peak Days - Offer is valid for any Cardholder with the purchase of their first DPJ Jet Card, provided the purchase is completed prior to December 31, 2016. The guarantee is applicable on non-peak travel days only. All usual terms and conditions of the DPJ Program Agreements will be extended to the guaranteed flights, and such guarantee will become part of the Cardholder’s DPJ’s Jet Card. The guarantee has no cash value. Prices indicated for both domestic and international transportation are subject to change in accordance with the DPJ Program Agreements. DPJ Jet Card Owners are responsible for all federal, state, local and foreign taxes, charges duties and fees relating to the purchase of services from DPJ, including federal excise tax (which is included in the hourly rate for flight services).

Redeem Merrill Points for Flight Hours - The selection of DPJ aircraft and the number of Merrill Points required to redeem are valid through December 31, 2016. Merrill Points accrued in the Merrill Lynch Beyond Rewards® program may be redeemed, in oneshour increments for current DPJ Jet Card holders, for flights on any of the following aircraft at the corresponding Merrill Points per hour shown:

<table>
<thead>
<tr>
<th>Points Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Domestic</td>
</tr>
<tr>
<td>Light Jet</td>
</tr>
<tr>
<td>Midsize Jet</td>
</tr>
<tr>
<td>Super-Midsize Jet</td>
</tr>
<tr>
<td>Large Jet</td>
</tr>
</tbody>
</table>

Redemption of Merrill Points entitles a MERRILL+ Cardholder to one hour of flight time on a DPJ aircraft in accordance with table above. Flight time calculations will include an addition of 12 minutes per flight segment to account for 6 minutes of taxi time for takeoff and landing. Redemption Process: 1) MERRILL+ Cardholders are required to call the Rewards & Benefits Center’s tollfree number, 1.800.419.0000, to arrange for Merrill Points redemptions, after which the Cardholder will be transferred to a DPJ Sales Executive to complete booking arrangements. 2) Merrill Lynch will be responsible solely for making Merrill Points redemptions—any booking related matters, such as flight itinerary, must be addressed with DPJ. 3) Upon redemption of Merrill Points®, Cardholders will be required to execute the DPJ Program Agreements. At that time, if the Cardholder needs additional time to accommodate his/her chosen flight itinerary, he/she will be permitted to acquire additional time, provided by DPJ in accordance with above, at the published hourly rate. The requirements listed apply equally to all Cardholders, including Cardholders already owning a DPJ product. The Cardholder will be required to provide DPJ 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+ Cardholder. The Cardholder will incur all additional costs resulting from their flights, including but not limited to the following: i) In-flight delays. ii) For flights originating or terminating outside the continental U.S., there may be fees for foreign permits; special permits airspace fees; overflight, immigration, customs, communications, government assessments; and ferrying the aircraft. iii) Catering. (Standard stock is complimentary; anything special can be accommodated but will have a charge.) iv) Damage to the aircraft and (v) any cardholder or passenger initiated change in trip itinerary. Usage of the hours acquired as part of the flight redemption may not be available on days which DPJ designates as Peak Days. For a list of currently identified Peak Days, please contact your DPJ Sales Executive. All dates are subject to change. Merrill Lynch assumes no responsibility for Merrill Points converted from the Beyond Rewards® program to flight hours with DPJ, or for the actions or omissions of DPJ, or any award provider in connection with DPJ or otherwise. Merrill Points redeemed to DPJ may not be returned or refunded once redeemed.
35. The NetJets Program

a) General
The Merrill Lynch NetJets program is available to all MERRILL+ cardholders who have been issued a MERRILL+ card. 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 Certificate. All of the offers contained herein may not be used in combination with one another, or exchanged for cash. Cardholder must have reached Plus Level prior to being eligible for the NetJets benefits and complimentary ground transportation. Terms and conditions of the NetJets program are contained in the program agreements ("NJ Program Agreements") which you will be required to execute prior to becoming a NetJets 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. Payment by a MERRILL+ card is available to all Levels; Cardholders do not have to have achieved Plus Level in order to pay with their MERRILL+ card. All payments subject to credit availability.

c) Complimentary Flight Hour for 25-Hour Marquis Jet Card Purchase Arranged by Merrill Lynch
Offer is valid for any cardholder with the purchase of their first Marquis Jet Card, provided the purchase is completed prior to December 31, 2013. The complimentary flight hour will only apply to the same aircraft type purchased by the cardholder. This complimentary flight hour promotion will be offered to a cardholder who is new to the NetJets/Marquis Jet Card program and calls NetJets at 1.877.538.8955. All usual terms and conditions of the NetJets Program Agreements, 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 not combinable with any other offer and has no cash value. Prices indicated for both domestic and international transportation are subject to increase in accordance with the NetJets Program Agreements, including monthly fuel variable. The prices represent the base prices for 25-occupied hours, before applicable taxes, fees and charges are assessed, as well as related foreign taxes, fees and charges which vary by destination.

d) Guaranteed One-Way Upgrades and Multiple Use Days for NetJets Share or NetJets Lease Purchase Arranged by Merrill Lynch
Offer is valid for NetJets Shares and NetJets Leases purchased through December 31, 2013. During the first year of your contract, NetJets will (i) grant you three guaranteed one way segment upgrades to an aircraft of NetJets choosing in the next larger cabin class, and (ii) three days of guaranteed simultaneous aircraft usage. Promotion will be offered to any Plus Level Cardholder who is new to the NetJets/Marquis Jet Card Program and calls NetJets at 1.877.538.8955. These offers are non-transferable and non-endorsable. These offers are not combinable with any other offer and have no cash value. Terms and Conditions apply, including (i) usage is limited to trips originating and terminating in the continental US, (ii) maximum flight time eligible for upgrade is 8 occupied hours total, and (iii) neither upgrades nor multiple usage is available for use on Peak Period Days. For a list of currently identified Peak Period Days, please contact your NetJets Sales Executive. All dates are subject to change. All NetJets program purchases are subject to the terms and conditions of the NetJets program.

e) Complimentary Ground Transportation
Offer is valid for Marquis Jet Cards purchased through December 31, 2013. On the first 25-Hour Marquis Jet Card purchased, NetJets, 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 pick-up time and trips changed to a later scheduled pick-up time within two hours of the original pick-up 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 NetJets at 1.877.538.8955. 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, and 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.

f) Complimentary Aviation Consultation
Offer is valid through December 31, 2013. Complimentary private aviation consultations are available to MERRILL+ cardholders who call NetJets at 1.877.538.8955. Consultations will provide cardholders with a "Needs Analysis" in order to recommend a course of action depending on the particular needs of the cardholder.

g) 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, 2013. Merrill Points accrued in the Merrill Lynch Beyond Rewards® program may be redeemed, in two-hour increments (one-hour increments for current NetJets or Marquis Jet Card Owners), for flights on any of the following aircraft at the corresponding Merrill Points per hour shown:

<table>
<thead>
<tr>
<th>Aircraft Type</th>
<th>Merrill Points Required/Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hawker 400XP</td>
<td>standard: 336,000</td>
</tr>
<tr>
<td>Citation Encore+/Encore</td>
<td>standard: 403,000</td>
</tr>
<tr>
<td>Citation XLS/Excel</td>
<td>standard: 467,000</td>
</tr>
<tr>
<td>Hawker 900XP/800XP</td>
<td>standard: 537,000</td>
</tr>
<tr>
<td>Citation Sovereign</td>
<td>standard: 610,000</td>
</tr>
<tr>
<td>Citation X</td>
<td>standard: 610,000</td>
</tr>
</tbody>
</table>
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 will include an addition of 12 minutes per flight segment to account for 6 minutes of taxi time for takeoff and landing. All flight hours are subject to a fuel surcharge per hour, which is the responsibility of the cardholder and must be paid directly to NetJets using a MERRILL+ card.

For information on the current amount of the fuel surcharge, please contact your NetJets Sales Executive.

Redemption Process:
1) MERRILL+ cardholders are required to call the Rewards & Benefits Center's toll-free number, 1.800.419.0000, to arrange for Merrill Points redemptions, after which the cardholder will be transferred to a NetJets Sales Executive to complete booking arrangements.
2) Merrill Lynch will be responsible solely for making Merrill Point redemptions—any booking related matters, such as flight itinerary, must be addressed with NetJets.
3) Upon redemption of Merrill Points, Cardholders will be required to execute the NetJets Program Agreements. 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. The requirements listed apply equally to all cardholders, including cardholders already owning a NetJets product. The cardholder will be required to provide NetJets 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 their flights, including but not limited to the following:
   i) In-flight delays.
   ii) for flights originating or terminating outside the continental U.S., there may be fees for foreign permits, special permits airspace fees, overflight, immigration, customs, communications, government assessments, and ferrying the aircraft.
   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.

Usage of the hours acquired as part of the flight redemption may not be available on days which NetJets designates as Peak Period Days. For a list of currently identified Peak Period Days, please contact your NetJets Sales Executive. All dates are subject to change. Merrill Lynch assumes no responsibility for Merrill Points converted from the Beyond Rewards program to flight hours with NetJets, or for the actions or omissions of NetJets, or any award provider in connection with NetJets or otherwise. Merrill Points redeemed to NetJets may not be returned or refunded once redeemed.

**AIRPORT LOUNGES**

Offer is valid through December 31, 2013. Cardholders must reach the Plus Level status 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.

36. **LOUNGE CLUB™**

**Airport Lounge Membership—Plus Level**

The LOUNGE CLUB™ Plus Level 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 www.loungeclub.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 www.loungeclub.com or by calling LOUNGE CLUB™ directly.

Each membership may take four (4) to six (6) weeks to process. At the time of enrollment, cardholders must authorize LOUNGE CLUB™ to charge the visit fees in excess of the ten (10) free visits to their MERRILL+ card and to abide by the Terms and Conditions found below, in the lounge listing and on the LOUNGE CLUB™ website www.loungeclub.com. Cardholders will be liable for any disputed charges and chargeback fees, supported by a record of visit from LOUNGE CLUB™. Cardholders must present their LOUNGE CLUB™ membership card in order to access any and all participating airport lounges. No other card or form of identification is accepted. Use of your LOUNGE CLUB™ membership indicates that you agree to abide by the membership terms and conditions that can be viewed at www.loungeclub.com.

37. **American Admirals® Club**

American Admirals Club® Airport Lounge Membership—Plus Level
Individual 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 and receive your membership card. Use is subject to all Admirals Club® membership terms and conditions. Full terms and conditions for Admirals Club® membership are available for review at aa.com/admiralsclub. Plus Level benefit offer valid through December 31, 2013. Cardholders meeting the eligibility requirements will have until March 31, 2014 to sign up. You must be at least 18 years of age or older for Club 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. If cardholder loses her/his membership card for the Admirals Club®, the replacement fee is twenty-five dollars ($25.00). Admirals Club locations, products and services are subject to change without notice.

38. Delta Sky Club®
Delta Sky Club® Airport Lounge Membership - Plus Level
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, 2013, but cardholders should call no later than March 31, 2014 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 its Club terms and conditions without notice. Delta Sky Club members will not be compensated for changes in locations, rates or policies. Delta Sky Club facilities may be used only in conjunction with same-day ticketed air travel. Delta Sky Club house rules must be observed or membership may be terminated without compensation. Access to partner lounges subject to each partner’s rules, terms and conditions. Additional restrictions may apply.

39. Redeem Merrill Points for Airport Lounge Access
Memberships are subject to the terms and conditions of the respective carrier. Only one Plus Level membership allowed per MERRILL+ account per qualification year. If a cardholder redeems points for a lounge membership, points will not be refunded in the event the account holder later achieves Plus Level status.

CAR RENTAL

40. Hertz
Offers are valid for vehicle pick-up on or before December 31, 2013. Advance reservations required. Promotion Code (PC) must be provided at time of reservation or offer is void. Modifying your reservation may result in a change in your rate and/or invalidate this offer. Minimum rental age for Hertz Prestige Collection and Hertz Adrenaline Collection is 25. Subject to availability, offers are redeemable at select Hertz locations in the U.S. Not all vehicles, vehicle equipment and services are available at all locations. For the Upgrade offers, these offers are subject to upgrade vehicle availability at time and place of rental. Highest obtainable upgrade is to a Premium class vehicle. Brand and model are not guaranteed. Offer not valid on Porsche and Mercedes Benz AMG Vehicles. This offer has no cash value, may not be used with Pre-Pay Rates, Tour Rates or Insurance Replacement Rates and cannot be combined with each other or with any other certificate, voucher, offer or promotion. Hertz age, driver, credit and qualifying monthly rate restrictions for the renting location apply. Taxes, tax reimbursement, age differential charges, fees and optional service charges, such as refueling, are not included. Discounts apply to time and mileage charges only. Discounts in local currency on redemption.

CRUISES

41. Merrill Lynch Cruise Offers
Cruise rates are per person, based on double occupancy, valid on select sailings and subject to availability at time of booking. All itineraries and prices are current at the time of printing and may change without notice. Government fees and taxes are additional. Cruise lines reserve the right to assess a fuel surcharge should the price of oil increase to a predetermined amount even if the fare has already been paid in full. Passengers are required to comply with U.S. government passport requirements, including cruise registration and verification programs. If offered, amenities and/or inclusions have no cash value and may vary by sail date and stateroom category. We reserve the right to correct any offer errors or omissions. Other conditions may apply.

Avalon Waterways® – Additional savings and amenity offers are valid on any new Avalon Waterways sailing booked with a Merrill Lynch Travel Advisor January 1 through October 27, 2013, with travel completed by December 31, 2013.
Crystal® Cruises – Additional $100 savings per person offer is valid on Crystal Cruises sailings booked with a Merrill Lynch Travel Advisor January 1 through October 27, 2013, with travel completed by December 31, 2013.
Regent Seven Seas Cruises® – Additional $200 onboard credit per stateroom offer is based on double occupancy and is valid on any Regent Seven Seas Cruises sailings booked with a Merrill Lynch Travel Advisor January 1 through October 27, 2013, with travel completed by December 31, 2013.
Double Merrill Points – Offer is valid on new cruise bookings made January 1 through December 31, 2013. To qualify, bookings with a Merrill Lynch Travel Advisor, paid in full using your MERRILL+ card or a combination of your points and MERRILL+ card. Bonus points will not be awarded on any amount paid for with your points. Bonus points are awarded based on the rate quoted at time of booking, which includes cruise fare and taxes. Bonus points will be awarded 4 to 6 weeks after booking date.

42. HOTELS & RESORTS
Offers are only valid when requested at time of booking. Pricing is per person based on double occupancy and reflects savings. Offer includes accommodations and inclusions as indicated. Offers are subject to change without notice, are valid for new bookings...
only and may not be combined with any other offers. No credit will be issued for unused days or inducements. Not responsible for omissions or printing errors. Other conditions may apply.

**Hyatt®:** Participating properties include Park Hyatt Aviara Resort (California), Hyatt Regency Century Plaza at Beverly Hills (California), Hyatt Regency Huntington Beach Resort and Spa (California), Hyatt Regency Monterey Hotel & Spa (California), Hyatt Regency Indian Wells Resort & Spa (California), Park Hyatt Beaver Creek Resort & Spa (Colorado), Grand Hyatt Denver (Colorado), Hyatt Regency Pier Sixty-Six (Florida), Grand Hyatt Tampa Bay (Florida), Hyatt Regency Grand Cypress (Florida), Hyatt Regency Waikiki Beach Resort & Spa (Hawaii), Grand Hyatt Kauai Resort & Spa (Hawaii), Hyatt Regency Maui Resort and Spa (Hawaii), Park Hyatt Chicago (Illinois), Hyatt Regency Tamaya Resort & Spa (New Mexico), Hyatt Regency Lake Tahoe Resort, Spa and Casino (Nevada), Hyatt Regency Austin (Texas), Hyatt Regency Hill Country Resort and Spa (Texas), Grand Hyatt Seattle (Washington), Park Hyatt Washington D.C., Park Hyatt Toronto (Canada), Hyatt Regency Aruba Resort & Casino (Aruba), Hyatt Regency Curacao Golf Resort, Spa and Casino (Curacao), Park Hyatt Mendoza Hotel, Casino & Spa (Argentina), Park Hyatt Melbourne (Australia), Park Hyatt Sydney (Australia), Grand Hyatt Santiago (Chile), Park Hyatt Beijing (China), Grand Hyatt Shanghai (China), Park Hyatt Paris Vendôme (France), Park Hyatt Hamburg (Germany), Park Hyatt Milan (Italy), Grand Hyatt Tokyo (Japan), Park Hyatt Tokyo (Japan), Grand Hyatt Seoul (South Korea), Park Hyatt Seoul (South Korea), Park Hyatt Zurich (Switzerland), Park Hyatt Istanbul (Turkey), Park Hyatt Dubai (United Arab Emirates) and Park Hyatt Saigon (Vietnam). Offers are only combinable with select rates and are subject to availability at the time of check-in. We reserve the right to correct any errors or omissions.

**Softel Luxury Hotels:** Participating properties include Sofitel Los Angeles (California), Sofitel Chicago Water Tower (Illinois), Sofitel New York (New York), Sofitel Philadelphia (Pennsylvania), Sofitel Buenos Aires (Argentina), Sofitel Bogotá Victoria Regia (Colombia), Sofitel Cartagena Santa Clara (Colombia), Sofitel Legend Old Cataract Aswan (Egypt), Sofitel Winter Palace Luxor (Egypt), Sofitel Paris Le Faubourg (France), Sofitel Moorea La Ora Beach Resort (French Polynesia), Sofitel Fes Palais Jamai (Morocco), Sofitel Legend The Grand Amsterdam (Netherlands), Sofitel Queenstown Hotel & Spa (New Zealand) and Sofitel Legend Metropole Hanoi (Vietnam). Offers are valid for bookings made January 1 through October 27, 2013, with travel completed by December 31, 2013. Hotel amenity offers are only combinable with select rates and are subject to availability at the time of check-in. We reserve the right to correct any errors or omissions.

**St. Regis:** Participating properties include The St. Regis Monarch Beach (California), The St. Regis San Francisco (California), The St. Regis Aspen Resort (Colorado), The St. Regis Bal Harbour Resort (Florida), The St. Regis Atlanta (Georgia), The St. Regis Princeville Resort (Hawaii), The St. Regis Punta Mita Resort (Mexico), The St. Regis Bahia Beach Resort (Puerto Rico), The St. Regis New York (New York), The St. Regis Deer Valley (Utah), The St. Regis Houston (Texas), The St. Regis Washington, D.C., The St. Regis Mexico City (Mexico), The St. Regis Lhasa Resort (China), The St. Regis Beijing (China), The St. Regis Bora Bora Resort (French Polynesia), The St. Regis Bali Resort (Indonesia), The St. Regis Rome (Italy), The St. Regis Doha (Qatar), The St. Regis Singapore (Singapore) and The St. Regis Bangkok (Thailand). Offers are valid for bookings made January 1 through October 27, 2013, with travel completed by December 31, 2013. Hotel amenity offers are only combinable with select rates and are subject to availability at the time of check-in. We reserve the right to correct any errors or omissions. Resort credit has no cash value and must be used during your stay.

**The Ritz-Carlton®:** Participating properties include The Ritz-Carlton Dove Mountain (Arizona), The Ritz-Carlton Half Moon Bay (California), The Ritz-Carlton Lake Tahoe (California), The Ritz-Carlton Laguna Niguel (California), The Ritz-Carlton Marina del Rey (California), The Ritz-Carlton San Francisco (California), The Ritz-Carlton Bachelor Gulch (Colorado), The Ritz-Carlton Denver (Colorado), The Ritz-Carlton Amelia Island (Florida), The Ritz-Carlton Fort Lauderdale (Florida), The Ritz-Carlton Key Biscayne (Florida), The Ritz-Carlton Orlando Grande Lakes (Florida), The Ritz-Carlton Palm Beach (Florida), The Ritz-Carlton South Beach (Florida), The Ritz-Carlton Buckhead (Georgia), The Ritz-Carlton Kapalua (Hawaii), The Ritz-Carlton New Orleans (Louisiana), The Ritz-Carlton New York Battery Park (New York), The Ritz-Carlton Toronto (Canada), The Ritz-Carlton Montreal (Canada), The Ritz-Carlton Grand Cayman (Grand Cayman), The Ritz-Carlton Golf & Spa Resort Rose Hall (Jamaica), The Ritz-Carlton Cancun (Mexico), The Ritz-Carlton San Juan (Puerto Rico), The Ritz-Carlton St. Thomas (USVI), The Ritz-Carlton Vienna (Austria), The Ritz-Carlton Osaka (Japan) and The Ritz-Carlton Hangzhou (China). Offers are valid for bookings made January 1 through October 27, 2013, with travel completed by December 31, 2013. Hotel amenity offers are only combinable with select rates and are subject to availability at the time of check-in. We reserve the right to correct any errors or omissions.

**Westin® Hotels & Resorts and W Hotels Worldwide:** Participating properties include: The Westin Mission Hills Resort & Spa (California), The Westin Kā'anapali Ocean Resort Villas (Hawaii), The Westin Princeville Ocean Resort Villas (Hawaii), The Westin Michigan Avenue (Illinois), The Westin Riverwalk (Texas), The Westin Resort & Casarao (Anúna), The Westin Golf Resort & Spa Playa Conchal (Costa Rica), The Westin Resort & Spa Los Cabos (Mexico), The Westin St. John Resort & Villas (USVI), The Westin Beach Resort Shanghai (China), The Westin Excelsior Florence (Italy), The Westin Palace Milan (Italy), The Westin Paris – Vendôme (France), The Westin Excelsior Rome (Italy), The Westin Europa & Regina (Italy), The Westin Palace Madrid (Spain), W Scottsdale Hotel & Residences (Arizona), W Los Angeles Westwood (California), W San Diego (California), W Fort Lauderdale (Florida), W South Beach (Florida), W Atlanta Midtown (Georgia), W New Orleans - French Quarter (Louisiana), W Union Square (New York), W Austin (Texas), W Seattle (Washington), W Washington D.C., W Santiago (Chile), W Mexico City (Mexico), W Barcelona (Spain) and W Retreat & Spa – Vieques Island (Puerto Rico). Offers are valid for bookings made January 1 through October 27, 2013, with travel completed by December 31, 2013. Hotel amenity offers are only combinable with select rates and are subject to availability at the time of check-in. We reserve the right to correct any errors or omissions.

**Double Merrill Points** – Offer is valid on new hotel bookings made January 1 through October 27, 2013, with travel completed by December 31, 2013. To qualify, bookings must be made through the Online Travel Reservations Service at card.ml.com or a Merrill Lynch Travel Advisor, paid in full using your MERRILL+ card or a combination of your points and MERRILL+ card. Bonus points will not be awarded on any amount paid for with your points. Bonus points are awarded based on the rate quoted at time of booking, which includes stay and taxes. Bonus points will be awarded 4 to 6 weeks after booking date.
43. TOURS
Pricing is per person based on double occupancy. Offers include accommodations and inclusions as indicated. Offers are subject to change without notice, are valid for new bookings only and may not be combined with any other offers. No credit will be issued for unused days or inclusions. Not responsible for omissions or printing errors. Other conditions may apply.

Abercrombie & Kent – Pricing displayed and $250 exclusive savings offer is per person and based on double occupancy. Offers are valid for new Abercrombie & Kent Luxury Small Group Journey bookings made with a Merrill Lynch Travel Advisor January 1 through October 27, 2013, with travel completed by December 31, 2013. Offer includes accommodations and inclusions as indicated. Offers are subject to change without notice. No credit will be issued for unused days or inclusions. We reserve the right to correct any offer errors or omissions. Other conditions may apply.

Monograms® – Additional savings offer and pricing are valid on any new Monograms package booked with a Merrill Lynch Travel Advisor January 1 through October 27, 2013, with travel completed by December 31, 2013. Offer includes accommodations and inclusions as indicated. Offers are subject to change without notice. No credit will be issued for unused days or inclusions. We reserve the right to correct any offer errors or omissions. Other conditions may apply.

Tauck – Pricing displayed and exclusive $100 prepaid Visa® Gift Card offer is per person and based on double occupancy. Offers are valid for new Tauck bookings made with a Merrill Lynch Travel Advisor January 1 through October 27, 2013, with travel completed by December 31, 2013. Offer includes accommodations and inclusions as indicated. Offers are subject to change without notice. No credit will be issued for unused days or inclusions. We reserve the right to correct any offer errors or omissions. Other conditions may apply.

RETAIL OFFERS
44. Blue Nile
Offer valid on full-price jewelry items excluding sale merchandise, loose diamonds, Build Your Own Diamond Jewelry, gift certificates, and cleaning supply purchases. Promotion code MERRILL13 MUST be entered in cart or mentioned over phone at time of purchase. Offer subject to change, and is based on individual merchant’s terms and conditions. Offer may not be combined with any other offer and cannot be applied retroactively. Void where prohibited. Any taxes are the sole responsibility of the purchaser. Offer valid through midnight PT on December 31, 2013.

45. From You Flowers
Offer valid through December 31, 2013. 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 do not apply to shipping and handling. For same day deliveries, must place order by 3 PM in the recipient’s time zone. Visit fromyouflowers.com for complete details and restrictions.

46. Luggage Forward
Offer valid only 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. Offers expire December 31, 2013. 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.

MERRILL LYNCH MALL
47. 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 Lynch 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.

INSURANCE AND TRAVEL SERVICES
48. PURCHASE SECURITY
What is this Purchase Security benefit?
Within the first ninety (90) days of the date of purchase, Purchase Security will, at the Benefit Administrator’s option, replace, repair items or reimburse you up to a maximum of $10,000 per claim, and $50,000 per cardholder for eligible items of personal property purchased entirely with your eligible Visa card in the event of theft or damage.*

Who is eligible for this benefit?
To be eligible for this benefit, you must be a valid cardholder of an eligible U.S.-issued Visa card.

What items are covered by Purchase Security?
Purchase Security protects eligible items of personal property entirely with your eligible Visa card.

What items are not covered?
• Animals and living plants.
• Antiques and collectible items.
• Boats, aircraft, automobiles, and any other motorized vehicles and their motors, equipment, or accessories including trailers and other items that can be towed by or attached to any motorized vehicle.
• Broken items, unless damage is the result of a covered occurrence.
• Computer software.
• Items purchased for resale, professional, or commercial use.
• Items stolen from automobiles and other vehicles, or common carriers.
• Items that mysteriously disappear. "Mysterious disappearance" means the vanishing of an item in an unexplained manner where there is an absence of evidence of a wrongful act by a person or persons.
• Items under the care and control of a common carrier (including U.S. Postal Service, airplanes, or delivery service).
• Items including, but not limited to, jewelry and watches from baggage unless hand-carried and under your personal supervision, or under the supervision of your traveling companion who is previously known to you.
• Losses resulting from abuse, fraud, hostilities of any kind (including, but not limited to, war, invasion, rebellion, insurrection, or terrorist activities), confiscation by the authorities, risks of contraband, illegal activities, normal wear and tear, flood, earthquake, radioactive contamination, or damage from inherent product defects.
• Losses resulting from misdelivery or voluntary parting with property.
• Medical equipment.
• Perishables, consumables including, but not limited to, perfumes and cosmetics, and limited-life items such as rechargeable batteries.
• Real estate and items which are intended to become part of real estate including, but not limited to, items that are hard-wired or hard-plumbed, garage doors, garage door openers, and ceiling fans.
• Traveler’s checks, cash, tickets, credit or debit cards, and any other negotiable instruments.
• Used or pre-owned items.

Are gifts covered?
Yes, as long as you purchased the gift entirely with your eligible Visa card and it meets the terms and conditions of the benefit.

Are purchases made outside the U.S. covered?
Yes, as long as you purchased the item entirely with your eligible Visa 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 Visa card receipt and your store receipt.

How do I file a claim?
Call the Benefit Administrator at 1.800.553.4820 within sixty (60) days of loss or damage. Please note: if you do not give such notice within sixty (60) days after the loss or damage your claim may be denied. The Customer Service Representative will ask you for some preliminary claim information and send you the appropriate claim form. This claim form must be completed, signed, and returned with all the requested documentation within ninety (90) days from the date of loss or damage. Gift recipients of eligible items may also handle the claim process if you wish. However, the gift recipient must provide all the documents necessary to fully substantiate the claim.

For faster filing, submit your claim online. It’s easy, convenient, and available at no extra cost to eligible Visa cardholders. To submit your claim and learn more about Visa Purchase Security, go to the Visa Purchase Security Claim Center at www.visa.com/eclaims.

What documents do I need to submit with my claim?
Your claim must contain the time, place, cause, and amount of the theft or damage, together with all of the following documentation substantiating your loss:
• Your completed and signed claim form.
• Your Visa card receipt.
• The itemized store receipt.
• A police report (made within 48 hours of the occurrence in the case of theft); fire report, insurance claim, or loss report; or other report sufficient to determine eligibility for benefits.
• A copy of your insurance declaration page, when applicable.
• Documentation (if available) of any other settlement of the loss.
• Any other documentation deemed necessary to substantiate your claim.

All claims must be fully substantiated as to the time, place, cause, and amount of damage or theft. In most cases you will be asked to send, at your expense, the damaged item to substantiate a claim. Retain the item in the event it is requested by the Benefit Administrator.

How will I be reimbursed?
Depending on the nature and circumstances of the incident, the Benefit Administrator, at its discretion, may choose to discharge your claim in one of two ways:
1. A damaged item (whether wholly or in part) may be repaired, rebuilt, or replaced.
2. A stolen item may be replaced. If the item is to be repaired, rebuilt, or replaced, you will be notified of the decision within fifteen (15) days following receipt of the required proof-of-theft/damage documentation.
2. You may be reimbursed for the eligible item, but not more than the original purchase price of the covered item as recorded on your eligible Visa card receipt, less handling and shipping charges, up to a maximum of $10,000.00 per claim and $50,000 per cardholder.*

Under normal circumstances, reimbursement will take place within five (5) business days of receipt and approval of all required documents.

In either case, the Benefit Administrator's payment, replacement, or repair made in good faith will fulfill the obligation under the benefit.

Do I have to file with my insurance company? Yes. If you have personal (i.e., homeowner's, renter's, or automobile) insurance, you are required to file a claim with your insurance company and to submit a copy of any claims settlement from your insurance company along with your claim form.*

In some cases, at the option of the Benefit Administrator, where the claim amount is within your personal insurance deductible, a copy of your personal declaration page may be sufficient.

* NOTE: Purchase Security provides coverage on an "excess" coverage basis. That means it does not duplicate, but pays in excess of any valid and collectible insurance or indemnity (including, but not limited to, homeowner's, renter's, automobile, or employer's insurance policies). After all insurance or indemnity has been exhausted, Purchase Security will cover the loss up to the amount charged to your eligible Visa account and subject to the terms, exclusions, and limits of liability of the benefit. Purchase Security will also pay for the outstanding deductible portion of your insurance or indemnity for eligible claims. The maximum limit of liability is $10,000.00 per daim occurrence and $50,000 per cardholder. You will receive no more than the purchase price as recorded on the eligible Visa card receipt. Where a protected item is part of a pair or a set, you will receive no more than the value (as described herein) of the particular part or parts, stolen or damaged, regardless of any special value that the item may have as part of such a pair or set, nor more than the proportionate part of an aggregate purchase price of such pair or set. Purchase Security is not "contribution" insurance, and this "non-contribution" provision shall take precedence over "non-contribution" provisions found in insurance or indemnity descriptions, policies, or contracts.

Additional Provisions for Purchase Security: This protection provides benefits only to you, the eligible Visa Signature cardholder, and to whomever receives the eligible gifts you purchase with your eligible Visa Signature card.

You shall use due diligence and do all things reasonable to avoid or diminish any loss or damage to property protected by this benefit. 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 and policyholder agrees that such 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 six (6) months of the date of damage or theft.

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

No legal action for a claim may be brought against us until sixty (60) days after we receive Proof of Loss. No legal action against us may be brought more than two (2) years after the time for giving Proof of Loss. Further, no legal action may be brought against us unless all these terms and conditions have been complied with fully.

This benefit is provided to eligible Visa 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 benefits described in these terms and conditions will not apply to Visa 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 benefits for Visa cardholders, 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 cardholder. It is insured by Indemnity Insurance Company of North America.

For general questions regarding this benefit, call the Benefit Administrator at 1.800.553.4820, or call collect at 1.303.967.1093.
FORM #VPSECALLPER 10K (04/10)
To have peace of mind knowing all of your purchases are registered and on file with Visa. Although registration is not required for Extended Warranty Protection benefits, it is strongly encouraged that you send us your sales receipts and warranty information. With this valuable service, you won’t have to search for critical documentation when you need it. Arranging for a repair or replacement is as easy as picking up the telephone. Call 1.800.551.8472 for information regarding the security of registering your purchases.

What are the advantages of Visa Performance Guarantee?
Visa Performance Guarantee is valuable protection you can purchase beyond the benefit provided to you by Visa. It is available to extend your warranty coverage for up to five (5) years from the date of product purchase. This provides you with an easy, reasonably priced way to cover parts and labor costs necessary to repair your product in case of failure.

Who is eligible for this benefit?
To be eligible for this benefit you must be a valid cardholder of an eligible U.S.-issued Visa card.

Are gifts covered?
Yes, as long as you purchased the gift entirely with your eligible Visa card and it meets the terms and conditions of the benefit.

Are purchases made outside the United States covered?
Yes, as long as you purchased the item entirely with your eligible Visa card and the eligible item has a valid original manufacturer's written U.S. repair warranty of three (3) years or less, store-purchased dealer warranty, or assembler warranty. Rest easy knowing the purchases made while you travel are protected by Visa.

What items are not covered?
- Boats, automobiles, aircraft, and any other motorized vehicles and their motors, equipment, or accessories, including trailers and other items that can be towed by or attached to any motorized vehicle.
- Any costs other than those specifically covered under the terms of the original manufacturer's written U.S. repair warranty, as supplied by the original manufacturer, or other eligible warranty.
- Items purchased for resale, professional, or commercial use.
- Real estate and items which are intended to become part of real estate including, but not limited to, items that are hard-wired or hard-plumbed, garage doors, garage door openers, and ceiling fans.
- Computer software.
- Medical equipment.
- Rented or leased items or items purchased on an installment plan and for which the entire purchase price was not paid in full at the time of the occurrence.
- Used or pre-owned items.

Do I need to keep copies of receipts or any other records?
To file a claim, copies of your Visa card receipt, your store receipt, the original manufacturer’s written U.S. warranty, and any other applicable warranty are required. You will need to retain copies of these records unless the purchase is registered.

How do I file a claim?
Call the Benefit Administrator at 1.800.551.8472 immediately upon learning of a product failure. Please note: If you do not give such notice within sixty (60) days after the product failure, your claim may be denied. The Benefit Administrator will ask you for some preliminary claim information, direct you to the appropriate repair facility, and send you the appropriate claim form. This claim form must be completed, signed, and returned with all the requested documentation within ninety (90) days of the product failure. Unless otherwise noted, the date of loss shall be the date you first notified the Benefit Administrator. The Benefit Administrator will assist in facilitating in-home service for eligible items with a purchase price of $500.00 or greater.

In-home service also requires that an adult of legal age be present at the location where in-home service will occur. Gift recipients of eligible items are also covered by the claims process, if desired. However, a gift recipient must provide all the documents necessary to fully substantiate the claim.

For faster filing, submit your claim online. It’s easy, convenient, and available at no extra cost to eligible Visa cardholders. To submit your claim and learn more about the Visa Warranty Manager Service, go to the Visa Warranty Manager Service Claim Center at www.visa.com/eclaims.

What documents do I need to submit with my claim?
- Your completed and signed claim form.
- Your Visa card receipt.
- The itemized store receipt.
- A copy of the original manufacturer's written U.S. warranty and any other applicable warranty.
- A description and serial number of the item, and any other documentation deemed necessary to substantiate your claim. This includes bills and, if necessary, a copy of the maintenance record and receipts.
- The original repair order.

All claims must be fully substantiated.
How will I be reimbursed?
Once your claim has been verified, the item will be repaired or replaced at the Benefit Administrator's discretion, but for no more than the original purchase price of the covered item, less shipping and handling fees, up to a maximum of $10,000, as recorded on your Visa card receipt, and $50,000 maximum per cardholder.

Extended Warranty Protection will pay the facility directly for repairs, if possible, or you may go to an authorized repair facility and file a claim for reimbursement. Only valid and reasonable repairs made at the manufacturer's authorized repair facility are covered.

In either case, the Benefit Administrator's payment, replacement or repair made in good faith will fulfill the obligation under the benefit.

Under normal circumstances, reimbursement will take place within five (5) business days of receipt and approval of all required documents.

Do I have to file with my insurance company?
No. However, if you have purchased or received a service contract or Extended Warranty, Extended Warranty Protection is supplemental to and excess of that benefit.

* Extended Service Agreements are offered through a third-party administrator, and may not be available in all states. Terms and conditions may vary by product type. Call 1.800.551.8472 for details regarding specific products.

Additional Provisions for Warranty Manager Service:
This protection provides benefits only to you, the eligible Visa cardholder, and to whomever receives the eligible gifts you purchase entirely with your eligible Visa card.

You shall use due diligence and do all things reasonable to avoid or diminish any loss or damage to property protected by this benefit. 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 benefit shall exist for such claim and your benefits may be canceled. Each cardholder agrees that any 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 six (6) months of the date of damage, theft or product failure.

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

No legal action for a claim may be brought against us until sixty (60) days after we receive Proof of Loss. No legal action against us may be brought more than two (2) years after the time for giving Proof of Loss. Further, no legal action may be brought against us unless all the terms of the Guide to Benefit have been complied with fully.

This benefit is provided to eligible Visa cardholders at no additional cost. The terms and conditions contained in this Guide to Benefit may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide to Benefit mailings, statement inserts, or statement messages. The benefit described in these terms and conditions will not apply to Visa cardholders whose accounts have been suspended or canceled.

Termination date may vary by financial institutions. Visa and/or your financial institution can cancel or non-renew the benefits, and if we do, we will notify you at least thirty (30) days in advance. This information describes the benefit provided to you as a Visa cardholder. It is insured by Indemnity Insurance Company of North America.

For general questions regarding this benefit, call the Benefit Administrator at 1.800.551.8472.

FORM #: VWMGRS000 (07/08)

50. TRIP ASSURANCE

TRIP CANCELLATION, TRIP INTERRUPTION AND TRIP DELAY
As a MERRILL+ Cardholder, you, your legal spouse and dependent children (“Insured Person(s)”) are automatically, at no additional cost to you, provided Trip Cancellation/Interrupt and Trip Delay Insurance while this program is in effect if you charge your entire Common Carrier ticket, less redeemable certificates, vouchers, coupons, or free flights awarded from frequent flier cards, to your applicable MERRILL+ credit 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) August 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 Bank of America); 2) the date your applicable credit card account is no longer in good standing; and 3) the date you are no longer a Cardholder of the applicable MERRILL+ credit card.

Your legal spouse 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 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+ credit card account by FIA Card Services, N.A.

“Dependent children” means unmarried children, including adopted children, primarily dependent on the Cardholder for maintenance and support and who are under the age of 19 or up to age 25 if enrolled as a full-time student at an institution of higher learning. However the age limit does not apply to a dependent child who is incapable of self-sustaining employment by reason of mental or physical incapacity.

What is Trip Cancellation/ Interruption and Trip Delay Insurance?
Trip Cancellation/ Interruption coverage provides reimbursement of amounts the Insured Person incurred for the unexpected, non-refundable cancellation or interruption of prepaid travel arrangements due to Covered Reasons. Trip Delay coverage provides reimbursement of amounts the Insured Person incurred for expenses for meals and lodging which were necessarily incurred as the result of his or her Covered Trip being delayed for 12 or more hours and which were not provided by the Common Carrier.

These coverages apply if the entire cost of your Common Carrier ticket, less redeemable certificates, vouchers, coupons, or free flights awarded from frequent flier cards, was charged to your applicable MERRILL+ credit card. It is not necessary for you to notify Bank of America, the Program Administrator, or the Company when Common Carrier tickets are purchased.

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

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

What are the Covered Reasons?

Trip Cancellation/ Interruption Insurance:
A) If the Insured Person is prevented from taking the Trip due to: 1) Sickness, Injury or death of the Insured Person or the Insured Person’s Immediate Family Member; or 2) default of the Common Carrier due to financial insolvency which occurs after the Insured Person has purchased the Common Carrier ticket; occurring on or prior to the departure date of the Common Carrier ticket; or
B) If the Insured Person is unable to continue the Trip due to: 1) Sickness, Injury or death of the Insured Person or the Insured Person’s Immediate Family Member; or 2) default of the Common Carrier due to financial insolvency which occurs after the departure date on the Insured Person’s Common Carrier ticket; occurring prior to the return date of the Common Carrier ticket.

The Company will reimburse the Insured Person up to the maximum benefit amount, provided:
1. With regard to Sickness or Injury of the Insured Person or the Insured Person’s Immediate Family Member, a Physician has recommended in writing, that due to the severity of the condition of the Insured Person or the Insured Person’s Immediate Family Member, it is medically necessary that the Insured Person cancel or interrupt the Trip. The Insured Person or the Insured Person’s Immediate Family Member must be under the direct care and attendance of a Physician;
2. With regard to death of the Insured Person or the Insured Person’s Immediate Family Member, such death has been certified by a Physician or other person legally qualified to certify a person’s death.
3. With regard to financial insolvency, a Common Carrier has ceased operations due to: 1) filing a petition for bankruptcy; 2) denial of credit or 3) inability to meet financial obligations.

It is a condition of this insurance that, in the event of a claim for Trip Cancellation, the Insured Person shall surrender the unused tickets, vouchers, coupons, or travel privileges to the Company, and in the event of a claim for Trip Interruption, the Insured Person shall surrender the unused portion of the tickets, vouchers, coupons, or travel privileges to the Company. The Insured must notify the Company or the Policyholder as soon as reasonably possible in the event of a Trip Cancellation or Interruption claim. The Company will not be liable for any additional penalty charges incurred that would not have been imposed had notice been provided as soon as reasonably possible.

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

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

“Injury” means bodily injury resulting directly and independently of all other causes from an accident which occurs while the Insured Person is covered under the policy. (For Illinois & Vermont residents, the definition of Injury will read: “Injury” means bodily injury resulting directly from an accident which occurs while the Insured Person is covered under the Policy.)
With respect to Trip Cancellation, when the Common Carrier ticket is purchased.

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

What are the exclusions?
This insurance does not cover any loss resulting in whole or in part from, or contributed to by, or as a natural and probable consequence of any of the following excluded risks: (1) intentionally self-inflicted injury or any attempt at intentionally self-inflicted injury or autoeroticism; (2) suicide or attempted suicide; (3) war or act of war, declared or not; (4) participation in any team sport or any other athletic activity; (5) Injury sustained while riding on any aircraft except a Common Carrier; (6) Injury sustained while riding on any aircraft a) as a pilot or crewmember, or b) as a flight instructor or examiner; (7) the Insured Person being under the influence of intoxicants*; (8) the Insured Person being under the influence of drugs unless taken under the advice of and as specified by a Physician**; (9) the Insured Person's or Immediate Family Member's, whether insured or not, commission of or attempt to commit a crime; or 10) a Covered Trip for which the Insured's Tickets do not contain specific travel dates (open tickets).

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

In addition to all other exclusions, benefits payable for Trip Delay are deemed to exclude losses caused by, or resulting from detention, confiscation, or destruction by customs.
*For Connecticut residents: the Insured Person or an Immediate Family Member being legally intoxicated under the applicable law of the jurisdiction where the accident occurred. For New Hampshire residents: the Insured Person or an Immediate Family Member being legally intoxicated as defined by the laws of the jurisdiction where the accident occurred. For Vermont residents, this exclusion does not apply.

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

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

How do I file a claim?
To file notice of a claim under this program, please contact the Program Administrator at 1-800-678-0768, Monday through Friday between the hours of 8 a.m. and 9 p.m. EST. Notice of Claim for Trip Cancellation/ Interruption and Trip Delay must be submitted within 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 15 days after you give notice of claim to the Program Administrator, you can satisfy the proof of loss requirements upon submitting, within 180 days of the date the loss occurred, written proof covering the occurrence, the character and the extent of the loss for which you are making claim.

To provide proof of loss for a Trip Cancellation/ Interruption or Trip Delay claim you must also send the following information to the Program Administrator or its authorized representative: 1) a copy of the account statement showing the Common Carrier ticket charge; 2) a copy of the initial claim report submitted to the Common Carrier; and 3) proof of submission of the loss to and the results of any settlement by the Common Carrier. If no other insurance is applicable, a notarized statement from the Insured Person to that effect must be submitted.

When are benefits paid?
Trip Cancellation/ Interruption and Trip Delay reimbursements are paid within 60 days after the Company’s receipt of due written proof of the loss.

No action at law or in equity may be brought to recover on the Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of the Policy. No such action may be brought after the expiration of three years after the time written proof of loss is required to be furnished (for Florida residents, the last sentence of Legal Actions will read: No such action may be brought after the expiration of six years after the time written proof of loss is required to be furnished).

Note: Please read this Trip Cancellation/ Interruption and Trip Delay Description of Coverage and keep it in a safe place with your other insurance documents. This description is not a contract of insurance but is simply and informative statement to each Cardholder of the principal provisions of the insurance. Complete provisions pertaining to these programs of Trip Cancellation/ Interruption and Trip Delay Insurance are contained in Policy Number 9110570, issued and underwritten by National Union Fire Insurance Company of Pittsburgh, Pa. (the Company) with offices in New York, NY. If a conflict exists between a statement in this description and any provisions in the Policy, the Policy will govern.

If you have any questions concerning the Trip Cancellation/ Interruption and Trip Delay Insurance, please call the Program Administrator, Cardwell Agency, at 1-800-678-0768 between the hours of 8 a.m. and 9 p.m. EST.

51. EMERGENCY EVACUATION INSURANCE

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.

As a MERRILL+ Cardholder, you, your legal spouse (including Domestic Partner) and Dependent Children (“Insured Person(s)”) are automatically, at no additional cost to you, provided Emergency Evacuation, Family Travel and Repatriation of Remains Insurance while this program is in effect and while on a Trip, if you charge your entire Common Carrier ticket, less redeemable certificates, vouchers, coupons, or free flights awarded from frequent flier cards, to your applicable MERRILL+ credit card account (“Account”).

“Cardholder”, “You”, “Your” means an individual who has been issued a MERRILL+ credit/debit card account by RA Card Services, N.A.
“Common Carrier” means any licensed land, water or air conveyance operated by those whose occupation or business is the transportation of persons for hire.

“Dependent children” means unmarried children primarily dependent on the Cardholder for maintenance and support and who are under the age of 18, or up to age 25 if enrolled as a full-time student at an institution of higher learning.

“Domestic Partner” means an opposite or 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.

“Residence” means the Cardholder’s home address as listed in Bank of America’s file, or the address reflected on the Cardholder’s billing statement. The home address from Bank of America’s records will take precedence over the Cardholder’s billing statement address if there is a discrepancy.

“Trip” means scheduled travel to a destination in excess of 100 miles from the Insured Person’s place of Residence, not to exceed 90 days, for which the entire cost of the Common Carrier ticket(s), less redeemable certificates, vouchers, or coupons, was charged to the Cardholder’s Account for each Eligible Person.

What are the Insurance effective and termination dates?
Your insurance under this program becomes effective on the later of: 1) September 24, 2012 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 Bank of America); 2) the date your applicable Account is no longer in good standing; and 3) the date you are no longer a Cardholder of the applicable Account.

Your legal spouse (including Domestic Partner) 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 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.

What is Emergency Evacuation, Family Travel and Repatriation of Remains Insurance?
The Emergency Evacuation benefit pays for Covered Emergency Evacuation Expenses, reasonably incurred if an Insured Person suffers an Injury or Emergency Sickness while on a Trip that warrants his or her Emergency Evacuation, up to a combined maximum amount of $100,000 for: a) all Emergency Evacuations (including the Family Travel Benefit) due to all Injuries from the same accident or all Emergency Sicknesses from the same or related causes; or b) a Repatriation.

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

Following an Emergency Evacuation for which an Emergency Evacuation benefit is payable as stated above, the Family Travel benefit pays, subject to the limitations set out herein, for expenses reasonably incurred:

a) To return to their Residence any of the Insured Person’s Children who were accompanying the Insured Person when the Emergency Evacuation became necessary, with an attendant if necessary, but not to exceed the cost of a single one-way economy airfare ticket less the value of applied credit from any unused return Common Carrier travel tickets per person.

b) To bring one person chosen by the Insured Person to and from the Hospital or other medical facility where the Insured Person is confined if the Insured Person is alone; but not to exceed the cost of one round-trip economy airfare ticket.

The Repatriation of Remains benefit pays for covered expenses, reasonably incurred to return an Insured Person’s body to his or her Residence if an Insured Person suffers loss of life due to Injury or Emergency Sickness while on a Trip, up to a combined maximum amount of $100,000 for: a) all Emergency Evacuations (including the Family Travel Benefit) due to all Injuries from the same accident or all Emergency Sicknesses from the same or related causes; or b) a Repatriation.

Covered expenses include, but are not limited to, expenses for: (1) embalming or cremation; (2) the most economical coffins or receptacles adequate for transportation of the remains; and (3) transportation of the remains by the most direct and economical conveyance and route possible.

“Children” means unmarried children, including natural children from the moment of birth, and step, foster or adopted children from the moment of placement in the Insured Person’s home, under age 18 and primarily dependent on the Insured Person for support and maintenance. However, the age limit does not apply to a child who: (1) otherwise meets the definition of Children; and (2) is incapable of self-sustaining employment by reason of mental or physical incapacity.

“Covered Emergency Evacuation Expense(s)” means an expense that: (1) is charged for a Medically Necessary Emergency Evacuation Service; (2) does not exceed the usual level of charges for similar Transportation, treatment, services or supplies in the locality where the expense is incurred; and (3) does not include charges that would not have been made if no insurance existed.
“Emergency Evacuation” means if warranted by the severity of the Insured Person’s Injury or Emergency Sickness: (1) immediate Transportation from the place where the Insured Person suffer an Injury or Emergency Sickness to the nearest hospital or other medical facility where appropriate medical treatment can be obtained; (2) Transportation to the Insured Person’s Residence to obtain further medical treatment in a Hospital or other medical facility or to recover after suffering an Injury or Emergency Sickness and being treated at a local hospital or other medical facility; or (3) both (1) and (2) above. An Emergency Evacuation also includes medical treatment, medical services and medical supplies necessarily received in connection with such Transportation.

“Emergency Sickness” means an illness or disease, diagnosed by a Physician, which meets all of the following criteria: (1) there is present a severe or acute symptom requiring immediate care and the failure to obtain such care could reasonably result in serious deterioration of the Insured Person’s condition or place his or her life in jeopardy; (2) the severe or acute symptom occurs suddenly an unexpectedly; and (3) the severe or acute symptom occurs while the Policy is in force as to the Insured Person suffering the symptom and while he or she is on a Trip.

“Hospital” means a facility that: (1) is operated according to law for the care and treatment of injured people; (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis; (3) has 24 hour nursing service by registered nurses (R.N.s); and (4) is supervised by one or more Physicians. A Hospital does not include: (1) a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care; (2) a facility that is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the hospital that is used for such purposes; or (3) any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members of the armed forces, except if there is a legal obligation to pay.

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

“Injury” means bodily injury resulting directly and independently of all other causes from an accident which occurs while the Insured Person is covered under the policy. (For Illinois & Vermont residents, the definition of Injury will read: “Injury” means bodily injury resulting directly from an accident which occurs while the Insured Person is covered under the Policy.)

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

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

Travel Guard must make all arrangements and must authorize all expenses in advance for any Emergency Evacuation, Family Travel, or Repatriation of Remains benefits to be payable. The Company reserves the right to determine the benefits payable, including reductions, if it is not reasonably possible to contact Travel Guard in advance. Call Travel Guard at 1.800.735.3995 or collect at 1.715.295.9817 immediately in the event an Emergency Evacuation, Family Travel or Repatriation of Remains is required. Failure to contact Travel Guard may result in benefits being denied or substantially reduced unless it was not reasonably possible to contact Travel Guard in advance. Neither the Company nor Travel Guard is responsible for the availability, quality, quantity or result of any medical treatment you may receive or your failure to obtain medical treatment. Professionals suggested by Travel Guard are not employees of Travel Guard; therefore, Travel Guard is not responsible for their negligence, errors or other acts or omissions.

What are the Coverage effective and termination dates?
Subject to the provisions regarding the effective date of insurance for individuals, coverage will become effective when the Insured Person leaves for his or her Trip.

Subject to the provisions regarding the termination date of insurance for individuals, coverage will end on the earlier of the following:
1. When the Insured Person returns from his or her Trip; or
2. The expiration of the Trip.

What are the exclusions?
This insurance does not cover any loss resulting in whole or in part from, or contributed to by, or as a natural and probable consequence of any of the following excluded risks: (1) suicide or any attempt at suicide or intentionally self-inflicted Injury or any attempt at intentionally self-inflicted Injury; (2) the Insured Person’s commission of or attempt to commit a felony; (3) declared or undeclared war, or any act of declared or undeclared war; (4) full-time active duty in the armed forces, National Guard or organized
reserve corps of any country or international authority. Loss caused while on short-term National Guard or reserve duty for regularly scheduled training purposes is not excluded; (6) travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if the Insured Person is: (a) riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; or (b) performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft; (6) the Insured Person being under the influence of intoxicants while operating any vehicle or means of transportation or conveyance; (7) the Insured Person being under the influence of drugs unless taken under the advice of and as specified by a Physician; (8) any condition for which the Insured Person is entitled to benefits under any Workers’ compensation Act or similar law; (9) the Insured Person riding in or driving any type of motor vehicle as part of a speed contest or scheduled race, including testing such vehicle on a track, speedway or proving ground; or Common Carrier tickets charged to fraudulently issued or fraudulently used credit cards as determined by FIA Card Services, N.A.

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

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

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. EST or write to the Program Administrator: Cardwell Agency, P.O. Box 6175 Westerville, OH 43086-6175. Notice of Claim must be submitted within 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 one hundred and eighty (180) days of the date the loss occurred, written proof covering the occurrence, the character and the extent of the loss for which you are making claim.

To provide proof of loss you must also send a copy of the Account statement showing the Common Carrier ticket charge to the Program Administrator or its authorized representative.

When are benefits paid?
Benefits payable under the Policy will be paid immediately upon 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 years after the time written proof of loss is required to be furnished).

Note: Please read this Description of Coverage and keep it in a safe place with your other insurance documents. This description is not a contract of insurance but is simply and 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 SRG 9128554, 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. Coverage may not be available in all states.

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

52. TRAVEL ACCIDENT INSURANCE

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 Rotida.

Description of Coverage
The Program. As a MERRILL+ 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, coupons, or free flights awarded from frequent flier cards, was charged to your credit card account. “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 MERRILL+ credit 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.

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 than a Public Conveyance.

Eligibility. This Common Carrier travel accident insurance coverage is provided to you, a MERRILL+ cardholder automatically when the entire cost of the Common Carrier passenger fare(s) is charged to a MERRILL+ credit card account while this insurance is effective. It is not necessary for you to notify FIA Card Services, N.A. the Program Administrator, or the Company when Common Carrier tickets are purchased.

The Cost. This travel insurance program is provided at no additional cost to MERRILL+ cardholders.

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.

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 Policy. 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 ability to hear in that ear, total and irrecoverable loss of the entire ability to speak. The Company will consider 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 charged to a MERRILL+ credit card account. The loss must occur within one year of the accident that caused the Injury. 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 charge 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 MERRILL+ credit 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 aggregate limit of liability.

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

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

Effective and Termination Date. Your insurance under this program is effective on the later of:
1) August 15, 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; or
2) the date your MERRILL+ credit 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.

Filing Claims 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 Time, or write to the Program Administrator: Cardwell Agency, P.O. Box 6175 Monday through Friday, 8 a.m. - 9 p.m., Eastern Time, or write to the Program Administrator: Cardwell Agency, P.O. Box 6175.
Who is eligible for Travel & Emergency Assistance?

Service providers can be responsible for the availability, use, cost, or results of any medical, legal, transportation, or other service.

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 traveling with the cardholder. 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 cardholder.

What are the specific services and what do they provide?
Travel & Emergency Assistance will help you in touch with the appropriate emergency services should the need arise. Here are some of the ways we can help:

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

Services provided by LiveTravel, 1039 Ellis Street, Stevens Point, WI 54481

54. 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 the 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.

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:
How does this benefit apply?

Rental company re-assumes control of 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.

What 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 incurred 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.
- Depredation 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 all required documentation has not been received within ninety (90) days* from the date of loss.
- Losses for which any required documentation has not been received within thirty-six (36) 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 re-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, Bichelin, 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. The benefit is provided for only those vans manufactured and designed to transport a maximum of eight (8) people and which is used exclusively to transport people.

If you have any questions regarding a specific vehicle, call the Benefit Administrator at 1.800.397.9010. 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.
• Endorse 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.

These Terms and Conditions 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 #VCCDWO1 (06/08)**

### 55. LOST LUGGAGE REIMBURSEMENT

As a MERRILL+ 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 charge your entire Common Carrier passenger fare, less redeemable certificates, vouchers, coupons, or free flights awarded from frequent flier cards, to your applicable MERRILL+ credit card account. "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) August 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 credit card account is no longer in good standing; and 3) the date you are no longer a Cardholder of the applicable MERRILL+ card.

Your legal spouse 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 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 credit/debit card account by FIA Card Services, 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 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 kinship 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 charged to your applicable MERRILL+ 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 MERRILL+ 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 are the Coverage effective and termination dates?
Subject to the provisions regarding the effective date of insurance for individuals, coverage will become effective as to each Insured Person on the following, provided the entire Common Carrier passenger fare is charged to your MERRILL+ credit card account:

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; eyeglasses 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. EST. Notice of claim for Lost Luggage must be submitted within 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 15 days after you give notice of claim to the Program Administrator, you can satisfy the proof of loss requirements upon submitting, within 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 60 days after the Company’s receipt of due written proof of the loss.

No action at law or in equity may be brought to recover on the Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of the Policy. No such action may be brought after the expiration of three years after the time written proof of loss is required to be furnished (For Florida residents, the last sentence of Legal Actions will read: No such action may be brought after the expiration of six years after the time written proof of loss is required to be furnished.)
Note: Please read this Lost Luggage Reimbursement description of coverage and keep it in a safe place with your other insurance documents. This description of this coverage is not a contract of insurance but is simply and informative statement to each Cardholder of the principal provisions of the insurance. Complete provisions pertaining to Lost Luggage Reimbursement Insurance are contained in Policy Number 9110569, issued and underwritten by National Union Fire Insurance Company of Pittsburgh, Pa. (the Company) with offices in New York, NY. If a conflict exists between a statement in this description and any provisions in the Policy, the Policy will govern.

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