

# EMA<sup>®</sup> Access Visa<sup>®</sup> Terms and Conditions

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### **DEFINITIONS:**

In this EMA<sup>®</sup> Access Visa<sup>®</sup> Terms and Conditions Agreement:

"ACH" means the Automated Clearing House.

"Authorized Cardholders" means Cardholders as designated by the Customer on Visa Business Card Information forms provided by Merrill Lynch.

"Bank" means Bank of America, N.A., its successors and assigns.

"Business Day" means any day on which Merrill Lynch is open to the public for carrying on substantially all of its business functions.

"Card" means Merrill Lynch EMA<sup>®</sup> Access Visa<sup>®</sup> Card issued by the Bank for use with the EMA Account.

"Cash Balance" means any uninvested balance resulting from incoming receipts such as check deposits, Automated Clearing House ("ACH") deposit, Fed wire receipts or the proceeds from the sale of securities.

"Customer," "You or "Your" means the business entering into this agreement and the owner of the Securities Account.

"Disbursements" means the cash management items paid from the EMA Account and includes Visa transactions, checks, cash advances, Fed wire and ACH transactions.

"ISA" means Insured Savings Account.

"Merrill Lynch" means Merrill Lynch, Pierce, Fenner & Smith Incorporated, its successors and assigns

"MMDA" means Money Market Deposit Account.

"Money Accounts" means any Federal Deposit Insurance Corporation (FDIC) insured deposit account with FIA Card Services, N.A. and Bank of America North Carolina, N.A. through the Merrill Lynch Bank Deposit Program.

"Purchasing Power" means the amount available for Disbursements and manual purchases of Money Accounts.

"Securities Account" or "Account" means an EMA Account.

"EMA Account" means a Merrill Lynch securities account established for the Customer, which is a cash account and includes each "Account" and each EMA SubAccount.

"EMA Service" means Endowment Management Account Service.

Unless otherwise indicated, all other capitalized terms have the same meaning as set forth in the agreement governing the EMA Service.

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### **GENERAL TERMS**

(A) Accounts for Cards. Customer authorizes Merrill Lynch to open accounts with the Bank for Cards. Customer agrees that Merrill Lynch Visa Business Cards, if any, shall be used solely in conjunction with the Securities Account. The representatives of the Customer designated on the Card Instructions (the "Instructions"), which may be provided in writing or orally, are authorized to use the Cards on the Securities Account as designated by the Customer. Customer may request up to 99 Cards per EMA account. The Cards may not be available to certain Customers or in certain states.

(B) Limitation on use Cards. Cards may not be used to purchase shares of the Money Funds, to deposit funds in MLBDP and/or MMDAs established pursuant to the ISA Account, or to purchase, carry or trade in securities in the Account or any other Merrill Lynch account.

(C) Safekeeping. The Customer shall, on a continuing basis, be responsible for the care and safekeeping of the Cards, and for the review of the monthly statements provided by Merrill Lynch, in order to promptly discover and report to Merrill Lynch the possible unauthorized use of said Cards. The Customer shall permit only those persons authorized in the Instructions to use Cards, on the Customer's behalf. The Customer shall be responsible for any and all losses and damages, direct, indirect or consequential, that arise from or are attributable to the breach of the Customer's undertaking to safeguard its Cards, to review its monthly statements. The Customer shall notify Merrill Lynch immediately by calling customer service if it believes or has reason to believe that the Customer's Cards have been used or signed by an unauthorized person. Inquiries and error allegations concerning the Account and the monthly statement should be directed only through Merrill Lynch and not through the Bank or the third party processing institution.

(D) Lost/Stolen Cards. If a Card is lost or stolen, the Customer should report the loss or other actual or possible unauthorized use of its Securities Accounts immediately by calling 1.800.CMA.LOST (262.5678), which can be reached 24 hours a day, seven days a week. From outside the U.S., participants should call the international operator and ask to be connected collect to +1.609.818.8000. If a PIN is lost or stolen, the loss should be reported by calling 1.866.4ML.BUSINESS (465.4874).

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## CARD USAGE

(A) General. In connection with the Customer's subscription to the EMA Service, the Customer may request that the Bank issue to the Customer one or more Merrill Lynch EMA Access Visa Card(s) each with its own unique Visa number, for use by one or more Authorized Cardholders as designated by the Customer on the EMA Access Visa Card information forms provided to Merrill Lynch.

(B) Ownership. The Card(s) remains the property of the Bank and may be canceled by the Bank at any time without prior notice. The Customer agrees to surrender the Card(s) immediately upon the request of the Bank or Merrill Lynch.

(C) Unauthorized Visa Card Use. The Customer has the option of assigning a Personal Identification Number ("PIN") for each Authorized Cardholder for whom a Card is requested. The Customer may be liable for the unauthorized use of its Card(s) or PIN by anyone other than its designated cardholders in an amount up to \$50. The Customer and/or Authorized Cardholders will not be liable for any unauthorized use that occurs after Merrill Lynch or the Bank have been notified orally of loss, theft or possible unauthorized use. Notice should be directed to 1.866.4ML.BUSINESS (465.4874).

(D) International Transactions. Merrill Lynch will charge an international transaction fee equal to 2% of the U.S. dollar amount of all transactions that occur outside of the United States, including purchases, credits; ATM withdrawals and non-ATM cash withdrawal transactions. This fee will only apply to transactions submitted to Visa in a currency other than U.S. dollars and will be in addition to any other applicable transaction fees. Visa transactions in a foreign currency are converted by Visa into a U.S. dollar amount in accordance with Visa's operating regulations and conversion procedures in effect at the time the transaction is processed. Visa's regulations and procedures currently provide that the currency conversion rate used is a rate selected by Visa from the range of rates available in wholesale currency markets, which rate may vary from the rate Visa itself receives, or a government mandated rate.

The method of currency conversion is subject to change by Visa without notice. The currency conversion rate in effect on the processing date may also differ from the rate in effect on the transaction date or posting date. Transactions made in a foreign currency that are submitted to Visa in U.S. dollars will be posted to your EMA Account in that U.S. dollar amount.

(E) Automated Teller Machine (ATM) Service. The Customer may elect to enroll one or more cardholders in the Merrill Lynch ATM Service. If the Customer has requested such service for its cardholders and a PIN chosen by the Customer or its designees has been approved by Merrill Lynch or the Bank, the Customer's cardholders may obtain cash, subject to Purchasing Power (as that term is defined in this Agreement) or assigned spending limits at the machines designated by Merrill Lynch from time to time, during the hours that these machines are accessible to the general public. The Customer shall not disclose their PIN to any person other than those persons the Customer and its card holders have designated to use the ATM. The daily ATM withdrawal limit is \$500 per card, subject to the Purchasing Power of the account and the cardholder's spending limit.

(F) Termination of Account. The Customer's right to use the Card(s) will be automatically terminated if the Customer's subscription to the EMA Service is terminated by the Customer or Merrill Lynch. It is also understood that the Bank may terminate the Customer's right to use the Card(s) at any time in its discretion without prior notice. If the Customer's right to use the Card(s) is terminated for any reason, the Customer shall promptly return the Card(s) to the Bank or Merrill Lynch.

(G) Spending Limits and Spending Cycles. The Customer may elect to assign predetermined spending limits and corresponding spending cycles for any of its Authorized Cardholder(s) and may have the spending cycle refreshed back to the predetermined dollar amount. If the Customer elects this option, it must notify Merrill Lynch of the requested dollar amount and designated spending cycle for each Authorized Cardholder. Such spending limits and spending cycles shall remain in effect until notice of change or revocation is delivered to Merrill Lynch. The Customer agrees that this spending limit and spending cycle service is furnished as a convenience to the Customer to provide support for the Customer's monitoring and control of business usage of the Card(s) by its designated Authorized Cardholder(s); however, the Customer remains liable for all transactions made by its Authorized Cardholder(s) even if such spending limits and spending cycles are exceeded.

(H) Purposes for Use of Card. Customer agrees that any Authorized Cardholders on the account will use the Card primarily for business purposes and will not use the Card(s) or proceeds of any cash withdrawals obtained with the Card(s) to purchase, carry or trade securities (or repay debt incurred to purchase, carry or trade securities).

(I) Merrill Lynch EMA Access Visa Card is a direct debit card. All Delayed Debit items posted to the Merrill Lynch Visa Business Access Card account will be debited from the Customer's EMA Account on the next Business Day.

### (J) Purchasing Power

(a) General. The amount available for Disbursements and manual investments in the Money Accounts is called "Purchasing Power." Purchasing Power equals the total of:

1. any available Cash Balances in the Securities Account;

2. the available value of the Money Account's Purchasing Power is reduced: (1) on trade date for securities purchases; (2) at the time the Bank and Merrill Lynch are notified of card, check, ACH and Fed wire transactions; (3) at the time of request for outgoing funds transfers and ; (4) two Business Days prior to the release of any future or recurring funds transfers.

(b) Transactions Exceeding Purchasing Power. If a transaction exceeds the Purchasing Power, Bank may, but is not obligated to, accept such transaction as an overdraft, and advance funds to Merrill Lynch, third parties or the Bank in the amount exceeding the Customer's Purchasing Power. Merrill Lynch may elect to decline such a transaction. Any overdraft, together with any finance charges ("Finance Charge[s]") incurred, is immediately due and payable to Bank. Additional fees and charges may apply.

Alternatively, customer may elect to use LMA for overdraft purposes. The terms of the LMA loan are governed by the LMA agreement and related documents. LMA loan proceeds may not be used, directly or indirectly, to purchase, carry or trade securities in any brokerage account with Merrill Lynch. LMA loans charge interest, and may be subject to fees and other charges, all as set forth in the LMA agreement and documents.

(c) Overdraft. In each overdraft statement cycle, Finance Charges are figured by applying a daily periodic rate of .049315% (18% Annual Percentage Rate) to the average daily balance of overdrafts and by multiplying the resulting figure by the number of days in that statement cycle. A daily overdraft balance is calculated by starting with the beginning balance of amounts owed, adding any new overdrafts and unpaid Finance Charges and subtracting any payments or credits received that day. The average daily balance is then calculated by adding all of the daily balances of overdrafts in that statement cycle and dividing the total by the number of days in the overdraft statement cycle. Finance Charges accrue from the date Bank accepts an overdraft until the date payment is made. The Customer will receive a periodic overdraft billing statement from Bank that will detail, among other disclosures, any overdraft(s) plus Finance Charges on the overdraft(s), payments and credits and the balance due.

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## FEES

### Transaction Fees

**Cash Advance Fee (Non-ATM)** 0.25% of principal, \$2.50 minimum fee

**ATM Transactions** No fee for first 52 ATM transactions per calendar year; \$1 per transaction over 52; ATM fees are waived at Bank of America ATM's. (Applies to ATM surcharges only. Foreign exchange and non-ATM cash withdrawal fees may still apply.)

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## PURCHASE SECURITY

### What is Purchase Security?

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

### Who is eligible for this benefit?

To be eligible for this benefit, you must purchase the new item entirely with your **covered card** and / or accumulated points from your **covered card** for yourself or to give as a gift.

### What items are covered by Purchase Security?

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

### What are the coverage limitations?

- Coverage is limited to the lesser of the following:
  - The actual cost of the item (excluding delivery and transportation costs).
  - A maximum of \$10,000 per loss and a total of \$50,000 per cardholder account per twelve (12) month period.
- Purchases that are made up of a pair or set will be limited to the cost of repair or replacement of the specific item **stolen** or **damaged**. If the specific item cannot be replaced individually or repaired, the value of the pair or set will be covered not to exceed the limits above
- Coverage for **stolen** or **damaged** jewelry or fine art will be limited to the actual purchase price as listed on your credit card statement, regardless of sentimental or appreciated market value

### What items are *not* covered?

- Items left in public sight, out of arm's reach, lacking care, custody or control by the **cardholder**
- Lost items, and items that mysteriously disappear (the only proof of loss is unexplained or there is no physical evidence to show what happened to the item) without any evidence of a wrongful act
- Items that are **stolen** from any location or place (including, but not limited to, exercise facilities, places of employment, schools, or places of worship) due to the lack of due diligence by you or another party
- Items lost, **stolen**, **damaged**, or mis-delivered while under the care, custody, and control of another party or common carrier (including, but not limited to, airlines, the U.S. Postal Service, UPS, FedEx, or other delivery services)
- Losses due to normal wear and tear, misuse, gradual deterioration, and/or abuse
- Losses resulting from any dishonest, fraudulent, or criminal act committed or arranged by you
- Losses that cannot be verified or substantiated
- Items covered by a manufacturer's recall or class action suit
- Items that you **damage** through alteration (including, but not limited to, cutting, sawing, shaping)
- Used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles); recycled, previously owned, refurbished, rebuilt, or remanufactured items
- **Stolen** items without a documented report from the police
- Items that are **damaged** during transport via any mode

- Items **stolen** from the interior or exterior of a watercraft/boat, aircraft, motorcycle, automobile or any other motor vehicles
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, or their motors, equipment, or accessories. Motorized equipment not designed for transportation and used solely for the upkeep and maintenance of a residence is eligible for coverage (including, but not limited to, snow thrower, lawn mowers, and hedge trimmers)
- Land, any buildings (including, but not limited to, homes and dwellings), permanently installed items, fixtures, or structures
- Traveler's checks, tickets of any kind (e.g., for airlines, sporting events, concerts, or lottery), negotiable instruments, bullion, rare, or precious metals, stamps, and coins, currency or its equivalent
- Losses caused by insects, animals, or pets
- Plants, shrubs, animals, pets, consumables, and perishables
- Items purchased for resale, rental, professional, or commercial use
- Professional services (including, but not limited to, the performance or rendering of labor or maintenance; repair or installation of products, goods, or property; professional advice of any kind, including, but not limited to, information/services or advice secured from any help or support line; or technical support for software, hardware, or any other peripherals)
- Application programs, computer programs, operating software, and other software
- Losses resulting from war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or **damage** by any government, public authority, or customs official; risks of contraband; illegal activity or acts
- Losses caused by power surge, contamination by radioactive or hazardous substances, including mold
- Direct or indirect loss resulting from any Acts of God (including, but not limited to, flood, hurricane, lightning, and earthquake)
- Losses caused by liquids, fluids, oils, chemicals, or bodily fluids/excretions
- Game animals, pets, or specimens preserved for display (e.g., fish, birds, reptiles, or mammals)
- Items **stolen** or **damaged** at a new home construction site
- Rented, leased, or borrowed items for which you will be held responsible
- Trip, service, or diagnostic charges in the absence of any covered repairs or verified failure
- Any shipping charges, transportation and delivery charges, or promised time frames for delivery, whether or not stated or covered by the manufacturer's warranty
- Interest or conversion fees that are paid for using your **covered card** by the financial institution

#### **Are purchases made outside the U.S. covered?**

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

#### **Do I need to register my purchases?**

No. Your eligible purchases are automatically covered.

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

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

#### **How do I file a claim?**

- Call the Benefit Information Center at 1.800.678.0768 to request a claim form. You must report the claim within sixty (60) days of the loss or the claim may not be honored
- Submit the following documentation within one hundred and eighty (180) days of the date you report the claim:
  - Completed and signed claim form
  - Repair estimate for **damaged** item(s)
  - Photograph clearly showing **damage**, if applicable
  - Receipt showing purchase of covered item(s)
  - Statement showing purchase of covered item(s)
  - Report from police listing any items **stolen**.
  - Copy of the declarations page of any applicable insurance or protection (including, but not limited to, homeowner's, renter's, or auto insurance policy)
    - Any other documentation that may be reasonably requested by us or our designated representative to validate a claim

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## **AUTO RENTAL COLLISION DAMAGE WAIVER**

### **What is this benefit?**

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

### **Who is eligible?**

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

### **What is covered?**

Subject to the terms and conditions herein, Visa Business Auto Rental CDW reimburses you for the repair or replacement of covered losses to a rental vehicle while it is your responsibility and while it is being used for business purposes. Only vehicle rental periods which neither exceed nor are intended to exceed thirty-one (31) consecutive days are covered. This benefit is primary and provides reimbursement up to the actual cash value of the vehicle as it was originally manufactured. However, if the rental is for personal reasons, this coverage supplements, and applies in excess of, any valid and collectible insurance or reimbursement from any other source.

Most private passenger automobiles, minivans, and sport utility vehicles are eligible, but some restrictions may apply. Please contact the Benefit Administrator to inquire about a specific vehicle.

**Covered losses are:**

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

**How do I activate this benefit?**

For coverage to be in effect, you must:

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

*Helpful hints:*

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

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

**Immediately call the Benefit Administrator at 1.800.VISA.911 (847.2911) to report the theft or damage, regardless whether liability has been established.** If you are outside the United States, call the international operator and ask to be connected collect to +1.410.581.9994. The Benefit Administrator will answer any questions you or the rental agency may have and will then send you a claim form.

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

You must make every reasonable effort to protect the rental vehicle from damage or theft.

**What is *not* covered?**

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

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

Call the Benefit Administrator at 1.800.VISA.911 (847.2911) for help. If you are outside the United States, call the international operator and ask to be connected collect to +1.410.581.9994.

**When and where am I covered?**

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

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

### **What type of coverage is this?**

Visa Business Auto Rental CDW is primary coverage. In other words, when your rental is primarily for business purposes, you do not have to claim payment from any source of insurance before receiving coverage under the benefit.

However, if you are on a personal trip and you use your Visa Business card to rent a covered vehicle, Visa Business Auto Rental CDW supplements, and applies in excess of, any valid and collectible insurance or reimbursement benefits from any other source. It does not duplicate insurance provided by or purchased through the auto rental company: it will not pay for losses reimbursed by you own insurer, employer, or employer's insurance, or any valid and collectible insurance. Visa Business Auto Rental CDW will reimburse you for the deductible portion of your personal automobile insurance, valid administrative and "loss of use" charges imposed by the rental car company, as well as reasonable towing charges resulting from covered damage or theft of a rental vehicle while it is your responsibility.

### **What types of rental vehicles are *not* covered?**

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

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

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

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

If you have any questions regarding a specific vehicle, call the Benefit Administrator at **1.800.VISA.911 (847.2911)**. If you are outside the United States, call the international operator and ask to be connected collect to +1.410.581.9994.

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

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

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

### **How do I file a claim?**

**You, the cardholder, are responsible for reporting your claim to the Benefit Administrator immediately, but in no event later than forty-five (45) days† from the date of theft or damage, or your claim 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 Business Auto Rental Collision Damage Waiver Claim Form. **Your completed claim form must be postmarked within ninety (90) days† of the date of the theft or damage, even if all other required documentation is not yet available, or your claim will be denied.**
- A copy of your receipt or monthly billing statement as proof that the entire vehicle rental was paid for with your eligible Visa Business card.
- A written confirmation from your employer that the rental was primarily for business purposes.
- If the rental was for personal use, enclose a statement from your insurance carrier showing the costs for which you are responsible and any amounts that have been paid toward the claim. Or, if you have no applicable insurance, please provide a notarized statement to that effect.
- A copy of the declaration page from your primary automobile insurance carrier if the rental was for personal use.

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

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

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

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

### **Do I have to do anything else?**

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



However, after the Benefit Administrator has paid your claim, all your rights and remedies against any party in respect of this theft or damage will be transferred to the Benefit Administrator to the extent of the cost 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 Visa Business Auto Rental CDW:** You must make every effort that would be made by a reasonable and prudent person to protect the Rental Vehicle from damage or theft. This provision will not be applied unreasonably to avoid claims.

If you make any claim knowing it to be false or fraudulent in any respect including, but not limited to, the cost of repair services, no coverage shall exist for such claim and your benefits may be canceled. Each cardholder agrees that representations regarding claims will be accurate and complete. Any and all relevant provisions shall be void in any case of fraud, intentional concealment, or misrepresentation of material fact by the cardholder.

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

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

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

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

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

**FORM #VBCDW01 (06/08)**

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## TRAVEL & EMERGENCY ASSISTANCE

### What is Travel & Emergency Assistance?

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

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

### Who is eligible for Travel & Emergency Assistance?

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

### How do I get these services?

To access services, call 1.800.678.0768.

### Is there a charge for these services?

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

### What are the specific services and what do they provide?

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

- **Flight Rebooking** – Travel Emergency Assistance is available 24/7 to help the card holder rebook flights in the event of a flight cancellation, delay, or schedule change
- **Baggage Tracking** – Assists with the return of lost luggage by coordinating efforts with the commercial carrier. In the event that an item is lost while traveling, Travel Emergency Assistance will assist the card holder in the search for the lost item
- **Embassy or Consulate Referral** – Embassies and consulates are excellent sources for information and assistance to card holders while traveling. Travel Emergency Assistance will provide the card holder 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 card holder is traveling
- **Legal Referrals** – Travel Emergency Assistance will provide the card holder with convenient legal referrals in their general area
- **Security and Evacuation Assistance** – Travel Emergency Assistance will assist card holders with travel options in the event of an evacuation
- **Pre-Trip Travel Advice** – Travel Emergency Assistance can provide the card holder 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 card holder 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 card holder 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

**EMA Access – 10/10**