

How do I know when I use the overdraft limit?

You will receive an overdraft notice each time items are paid, including fees. You will need to subtract the total fees when balancing your checkbook.

How soon can I use my AB Overdraft Coverage?

If you are a new customer, you may be able to use the overdraft service 60 days after your account is opened, assuming your account is in “good standing” as defined in this brochure.

What are some other ways I can cover overdrafts at Amalgamated Bank?

The best way to avoid overdrafts and fees is to keep track of your account balance by entering all checks, debit card purchases and ATM withdrawals in your check register, reconcile your checkbook regularly and manage your finances responsibly. However, if a mistake occurs, Amalgamated Bank offers additional ways to cover overdrafts in addition to AB Overdraft Coverage.

Ways to Cover Overdrafts at Amalgamated Bank	Example of Associated Fees <sup>1</sup>
Good account management	\$0
Personal Overdraft line of credit	16% APR <sup>2</sup>
Small Business Overdraft line of credit	18% APR <sup>2</sup>
AB Overdraft Coverage	Overdraft Item Fee (OD Fee) of \$33 <sup>1</sup> for each item

<sup>1</sup> These costs are provided only as examples. Please ask us about our specific products and fees.  
<sup>2</sup> Annual Percentage Rate subject to change without notice.

What if I do not want to have AB Overdraft Coverage on my checking account?

If you would like to have this service removed from your account, please call your Amalgamated Bank branch. For branch information call 800-332-2693.

AB Overdraft Coverage

CUSTOMER OVERDRAFT POLICY

An insufficient balance can result from several events, such as (1) the payment of checks, electronic funds transfers or other withdrawal requests; (2) payments authorized by you; (3) the return of unpaid items deposited by you; (4) bank service charges; or (5) the deposit of items which, according to the bank's Funds Availability Policy, are treated as not yet available or finally paid. We are not obligated to pay any item presented for payment if your account does not contain sufficient funds.

As long as you maintain your account in “good standing,” we may approve your overdraft items within your current available AB Overdraft Coverage limit as a non-contractual courtesy. For overdraft privilege consideration, your account is in “good standing” if you (1) make sufficient deposits to bring your account to a positive end-of-day balance at least once every 30 calendar days (including the payment of all bank fees and charges); (2) avoid excessive overdrafts suggesting the use of AB Overdraft Coverage as a continuing line of credit; and (3) have no legal orders, levies or liens against your account.

When checks written against your account are presented for payment, we draw available funds from your account to pay those written for the lowest amount first and continue to pay in ascending order. Electronic debits such as ACH payments, check-like withdrawals, ATM withdrawals and other electronic debits are paid in the order they are received. While we will at all times strive to adhere to this practice, there may be instances where we cannot do so due to computer failure, natural disasters, inability of our systems to “read” your check or for any number of unusual circumstances referred to in our Terms and Conditions. Also, please be aware that the order of item payment may create multiple overdraft items during a single banking day for which you will be charged our Overdraft Item Fee (OD Fee) of \$33<sup>1</sup> for each item paid.

You may opt out of the privilege at any time, but you are responsible for any overdrawn balances at the time of opting out. Normally, we will not approve an overdraft for you in excess of the predetermined amount assigned to your account type. So as not to exceed your limit, please note that the amount of the overdraft plus the bank's Overdraft Item Fee (OD Fee) of \$33<sup>1</sup> per item will be deducted from the overdraft limit.

We may refuse to pay an overdraft item at any time even though we may have previously paid overdrafts for you. For example, we typically do not pay overdraft items if your account is not in good standing as defined above, or if based upon our review of your account management, we determine that you have too many overdrafts or are using AB Overdraft Coverage as a regular line of credit. You will be charged an Insufficient Funds Returned Item Fee (NSF Fee) of \$33<sup>1</sup> for each item returned.

You will be promptly notified by mail of any non-sufficient funds items paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdraft including our Overdraft Item Fee (OD Fee) of \$33<sup>1</sup> and/or Insufficient Funds Returned Item Fee (NSF Fee) of \$33<sup>1</sup> that you owe us shall be due and payable upon demand, but if no demand is made, no later than 30 calendar days after the creation of the overdraft. If there is an overdraft on an account with more than one owner on the signature card, each owner and agent, if applicable, shall be jointly and severally liable for all overdrafts inclusive of fees.

AB Overdraft Coverage should not be viewed as an encouragement to overdraw your account. To avoid fees, we encourage you to keep track of your account balance by entering all items in your check register, reconcile your checkbook regularly, and managing your finances responsibly. If you would like to have this service removed from your account, please call any branch of the Amalgamated Bank.

Please note that your AB Overdraft Coverage limit may be available for each item paid under the limit created by checks and other transactions made using your checking account number, such as a teller withdrawal, an automatic payment (ACH) transaction, an automatic bill payment or a recurring debit card payment, and for small business accounts only, ATM and one-time debit card transactions. For personal accounts, AB Overdraft Coverage will be made available for ATM or everyday debit card transactions upon your request. The limit will not be included in the balance provided during an inquiry.

**LIMITATIONS:** AB Overdraft Coverage is a non-contractual courtesy that is available to account holders with accounts in good standing for personal, household or small-business use. Amalgamated Bank reserves the right to limit participation to one account per household or small-business and to suspend, revoke, or discontinue this service without prior notice. Unless we advise you differently or you request this service be removed from your account, your limit will be made available to cover overdrafts again after you bring your account to a positive end-of-day balance.

<sup>1</sup>OD/NSF fee in Nevada and California is \$25.



We offer a variety of services that provide **convenient access** to your Amalgamated accounts—**wherever you go**

Amalgamated Bank Debit MasterCard®

- 24-hour access to your Amalgamated accounts at millions of locations nationwide
- Get cash and make purchases at any establishment displaying the MasterCard® logo



TOTALLY FREE ATM Access Nationwide\*

- 40,000 ATMs nationwide—the country's largest surcharge-free network
- ATMs located at each of our branches



\* fees may apply for non-Amalgamated non-Allpoint ATMs

Free Online Banking

- AmalgamatedOnline™ lets you access your accounts from any computer—any time, anywhere
- Pay bills, check balances, transfer funds and more—at your convenience

Bank-by-Phone

- Use your touch-tone phone 24/7 to obtain updated information concerning your account history, account balances and outstanding loans (balances, payments and current rates).

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AB Overdraft Coverage

A SPECIAL SERVICE FOR YOUR CHECKING ACCOUNT



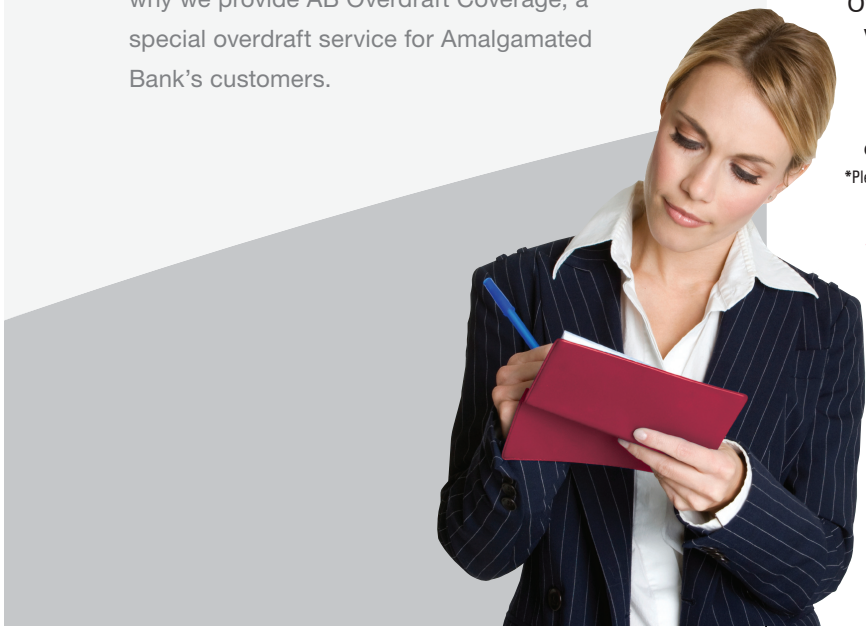
AB AMALGAMATED BANK®





**At times**, unanticipated expenses or unforeseen problems can leave you with too little cash in your checking account. Having a check returned due to insufficient funds can be a costly, inconvenient and potentially embarrassing experience.

At Amalgamated Bank we do not encourage overdrafts. As always, we encourage you to manage your finances responsibly. However, we want to save you from the additional merchant fees and possible damage to your credit history that might result if a check is returned. That's why we provide AB Overdraft Coverage, a special overdraft service for Amalgamated Bank's customers.



**What is AB Overdraft Coverage?**

AB Overdraft Coverage is a discretionary overdraft service, requiring no action on your part, that provides you a safety net up to an automatically assigned overdraft limit.

Your AB Overdraft Coverage limit may be available for checks and other transactions made using your checking account number or automatic bill payment and recurring debit card payments; and for business accounts only, ATM and everyday debit card transactions. For all other personal accounts, at your request, we may authorize and pay ATM transfers or withdrawals and everyday debit card purchases using your limit.

**How does AB Overdraft Coverage work?\***

As long as you maintain your account in “good standing,” we may approve your overdraft items within your current available AB Overdraft Coverage limit as a non-contractual courtesy. For AB Overdraft Coverage consideration, your account is in “good standing” if you (1) make sufficient deposits to bring your account to a positive end-of-day balance at least once every 30 calendar days (including the payment of all bank fees and charges); (2) avoid excessive overdrafts suggesting the use of AB Overdraft Coverage as a continuing line of credit; and (3) there are no legal orders, levies or liens against your account.

Please note that the amount of the overdraft plus our Overdraft Item Fee (OD Fee) of \$33<sup>1</sup> for each item will be deducted from your overdraft limit. If the item is returned, the Insufficient Funds Returned Item Fee (NSF fee) of \$33<sup>1</sup> will be deducted from your account. No interest will be charged on the overdraft balance.

\*Please refer to the overdraft policy for additional details.

**What if I go beyond my AB Overdraft Coverage limit?**

Overdrafts above and beyond your established AB Overdraft Coverage limit may result in checks or other items being returned to the payee. The Insufficient Funds Returned Item Fee (NSF fee) of \$33<sup>1</sup> will be charged per item and assessed to your account. An NSF notice will be sent to notify you of items paid and/or returned.

**What does AB Overdraft Coverage cost?**

There is no additional cost associated with this privilege unless you use it. You will be charged our Overdraft Item Fee (OD Fee) of \$33<sup>1</sup> for each overdrawn item created by a traditional paper-based check, a teller withdrawal, an automatic payment (ACH) transaction, or a recurring debit card payment; and for business accounts only, ATM and everyday debit card transactions. Also, for personal accounts only, if you have requested us to do so, we may authorize and cover ATM transfers or withdrawals and everyday debit card purchases.

For example, three paid items in one day will result in \$99 in Overdraft Item Fees (OD Fee). To help you manage your account, the total fees you have paid for items (both paid and returned) during the current month and for the year-to-date will be reflected on your monthly checking statement.

**What is my AB Overdraft Coverage limit? If I have two checking accounts, can I get AB Overdraft Coverage on both?**

Locate your account type below and make note of the corresponding limit. If you have multiple accounts for your household or business, you may have a limit on each eligible account.

Small Business .....	\$ 500
Small Business Money Market .....	\$ 500
Personal Non-Interest Checking .....	\$ 500
Personal NOW .....	\$ 500
Personal Money Market .....	\$ 500

**How quickly must I repay my AB Overdraft Coverage?**

You should make every attempt to bring your account to a positive end-of-day balance as soon as possible, and must do so within 30 calendar days. If you are not able to do so, you will receive a letter from Amalgamated Bank informing you that your AB Overdraft Coverage limit has been suspended and additional items will be returned. Unless we advise you differently or you request this service be removed from your account, your limit will be made available to cover overdrafts again the business day after your account is brought to a positive end-of-day balance.

<sup>1</sup>NSF Fee in Nevada and California is \$25.

**What are some of the ways I can access my AB Overdraft Coverage limit? Will my limit be reflected in the balance I receive?**

The chart below shows the different ways you can access your AB Overdraft Coverage limit and indicates whether or not this limit will be reflected in the balance provided.

Access points	Is my AB Overdraft Coverage limit available?	Does the balance provided reflect my AB Overdraft Coverage limit?
Teller	Yes	No
Writing a Check	Yes	-NA-
AB Cash Plus Card (recurring)	Yes	-NA-
AB Cash Plus Card (everyday)	No***	-NA-
Debit Business Card	Yes	-NA-
ATM Withdrawal	No***	No
ACH-Auto Debit	Yes	-NA-
Amalgamated Online™	Yes	No
Bill Pay	Yes	-NA-
Bank-by-Phone	Yes	No

\*\*\*With the exception of business accounts, AB Overdraft Coverage will be made available for ATM or everyday debit transactions upon your request. Call your Amalgamated Bank branch or visit one of our branches to arrange for your ATM and debit card coverage. For branch information call 800-332-2693.

**What if I am having trouble repaying my AB Overdraft Coverage or use it frequently?**

Please contact us at 877-999-8511 if: (1) you do not believe you will be able to bring your account to a positive end-of-day balance within the required time period; (2) find that you are using AB Overdraft Coverage more often than you intend; or (3) don't understand why your account becomes overdrawn. We would like to discuss your situation with you.

Following regulatory guidance, we will contact you if you are paying multiple OD Fees (i.e. more than six fees in a rolling 12-month period), to discuss possible alternatives to AB Overdraft Coverage that may better meet your short term credit needs. In the event you ask us to stop contacting you because you have determined AB Overdraft Coverage is appropriate for your needs, we will honor your wishes. However, if we identify that the number and frequency of overdrafts increases materially for an extended period of time at some point after that, we may contact you again to ensure AB Overdraft Coverage is still the most appropriate option available to you for covering your short term credit needs.