

# Merrill Edge & You

July 2014



Bank of America Corporation

## Mutual Fund Disclosure Pamphlet Available

*Mutual Fund Investing at Merrill Lynch* provides information about the fees and expenses related to mutual funds available at Merrill Lynch, as well as the compensation that Merrill Lynch earns with respect to those funds. To receive a copy of this client disclosure pamphlet, please visit <http://www.ml.com/funds>.

## Notice to IRA, IRA Rollover, Roth IRA, SEP (IRA), SIMPLE (IRA) and BASIC Clients with Standing Distribution Instructions with regard to Your Right to Elect Withholding

At this time, we would like to remind those clients taking pre-authorized distributions that you can change your withholding election for future distributions at any time and as often as you wish by completing the appropriate federal and state tax withholding forms, which can be obtained from a Financial Solutions Advisor or a Merrill Edge representative.

If federal income taxes have been withheld from the distributions you are receiving from your retirement account, and if you do not wish to have taxes withheld, you should notify a Financial Solutions Advisor or a Merrill Edge representative. However, if you elect not to have withholding apply to your distributions or if you do not have enough federal income tax withheld from your distributions, you may be responsible for payment of estimated tax. You may incur penalties under the estimated tax rules if your withholding and estimated tax payments are not sufficient.

If federal income taxes are not being withheld from your distributions from your retirement account because you have elected not to have withholding apply and if you wish to revoke that election and have federal income taxes withheld from your distributions, you should notify a Financial Solutions Advisor or a Merrill Edge representative.

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## Attention Clients Eligible to Enroll in the Merrill Lynch Bank Deposit Program, Merrill Lynch Business Deposit Program, Merrill Lynch Direct Deposit Program or Retirement Asset Savings Programs (RASP and RASP II)

Effective September 2, 2014, the annual deposit fee Merrill Lynch receives from Merrill Lynch Affiliated Banks for each account with uninvested cash balances swept under the following programs will change:

- For the Merrill Lynch Bank Deposit Program, Merrill Lynch Business Deposit Program and Merrill Lynch Direct Deposit Program, the fee will change from up to \$65 to up to \$100.
- For the Retirement Asset Savings Programs (RASP and RASP II), the fee will change from up to \$30 to up to \$85.

You do not pay these fees nor will these fees be deducted from your accounts. Account agreements will be amended accordingly.

### Plan Sponsors

This notice is intended to modify the ERISA 408(b)(2) Fee Disclosure for your plan and should be kept in your records.

For questions or a copy of the amended agreement, available after September 2, please contact your Merrill Lynch Financial Solutions Advisor.

## Changes to Monthly Statement and Online Display for Sweep Program Transactions

Effective September 2014, several changes will be made to the periodic statement and on MyMerrill.com for retirement accounts. The purpose of these changes is to avoid confusion with regard to the movements of funds into and out of bank sweep programs. The changes are outlined below.

- The *Funds Received, Withdrawals and Charges* section of the statement is being relabeled *Sweep Program Transactions*.
- The following bank deposit programs: Insured Savings Account™ (ISA®) and Retirement Asset Savings Program (RASP) will no longer reflect the terms 'subscription' and 'redemption' on the statement or on MyMerrill.com. Instead, the terms 'deposit' and 'withdrawal' will be used throughout.

- The transaction activity that appears on the statement and on MyMerrill.com for RASP I and II and Retirement Reserves I and II will be streamlined to one line item per transaction instead of multiple line items per transaction.
- Additional information will be provided for interest or dividend payout (as applicable) in the transaction type and description details on the statement.

If you have any questions about these changes, please contact your Financial Solutions Advisor.

## Evaluating your retirement plan options

If you're a participant in an employer sponsored retirement plan ("plan"), or have assets in one or more former employer's plans, you have choices in terms of what to do with your assets in those plans. Your employers may have provided you with a list of those options, and one of your choices may be to roll over your plan assets into an Individual Retirement Account (IRA). You should carefully consider your options before choosing to roll over your plan assets to an IRA. Before you decide what to do, you should consider a variety of factors,

including your age, available investment choices, differences in costs, services and fees, tax and withdrawal implications, and legal ramifications relating to IRAs and plans. If you wish to speak with us one-on-one to see whether rolling over to an IRA is a suitable choice for you, call 1.877.653.4732. We understand that this is an important decision for you, and we are here to help you as you think through your options in the context of your overall goals and objectives.

## Callable Securities/Procedures for a partial redemption

If you hold securities with us that may be redeemed or called prior to maturity and a partial call occurs, a fair and impartial approach will be used among impacted clients to allocate the securities selected to be called.

For Merrill Lynch's allocation procedures, please go to the following link or you may request a hard copy by contacting your Financial Solutions Advisor. <https://olui2.fs.ml.com/Publish/Content/application/pdf/GWMOL/PartialCallProcessNotice.pdf>

## Overdrafts

You have no unsecured borrowing power in or through your central asset account. You have agreed in the account agreement that you will not exceed your purchasing power. If you exceed your purchasing power, Bank of America, N.A. may, but is not obligated to, accept the transaction amount exceeding your purchasing power, as an overdraft.

If Bank of America, N.A. does so, you will be notified and you are obligated to immediately pay the amount of the overdraft together with applicable interest charges. You will incur interest charges on the average daily balance of such overdraft at an annual percentage rate not to exceed the rate specified in the overdraft notice. If you exceed your purchasing power and incur an overdraft, you will be in default. Default may result in, among other things, termination of your account.

### **Your Billing Rights Concerning Overdrafts: Keep this Document for Future Use**

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

### **What To Do If You Find A Mistake On Your Statement**

If you think your monthly transaction statement with respect to an overdraft notice with respect to Bank of America, N.A.'s acceptance of an overdraft transaction is wrong, or if you need more information about a transaction on a statement or an overdraft notice, you should write to:

Merrill Lynch  
ATTN: CMA Operations  
NJ2-800-01-03  
P.O. Box 1501  
Pennington, NJ 08534-0671

In your letter, please provide the following information:

- Account information: your name, address and account number;
- Dollar amount: the dollar amount of the suspected error;
- Description of problem: if you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact Bank of America, N.A.:

- Within 60 days after the error first appeared on your statement or overdraft notice
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify Bank of America, N.A. of any potential errors in writing. You can telephone Bank of America, N.A. by calling 1.888.ML.INVEST (1.888.654.6837) or 1.877.653.4732 (Outside the U.S., call collect 1.609.818.8000), but if you do, Bank of America, N.A. is not required to investigate any potential errors and you may have to pay the amount in question.

### **What will Happen After Bank of America, N.A. Receives Your Letter**

*When Bank of America, N.A. receives your letter, we must do two things:*

1. Within 30 days of receiving your letter, Bank of America, N.A. must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, Bank of America, N.A. must either correct the error or explain to you why we believe the overdraft notice is correct.

*While Bank of America, N.A. investigates whether or not there has been an error:*

- Bank of America, N.A. cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement and Bank of America, N.A. may continue to charge you interest on that amount and apply an unpaid amount against your purchasing power.
- While you do not have to pay the amount in question (or related charges) during the investigation, you are responsible for the remainder of your balance including any finance charges on the undisputed amount.

## Overdrafts

After Bank of America, N.A. finishes our investigation one of two things will happen:

- If Bank of America, N.A. made a mistake on your overdraft notice: you will not have to pay the amount in question or any interest related to that amount.
- If Bank of America, N.A. does not believe there was a mistake on your overdraft notice: you will have to pay the amount in question along with applicable interest. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive Bank of America's explanation but still believe your bill is wrong, you must write to Bank of America, N.A. within 10 days telling it that you still refuse to pay. If you do so, Bank of America, N.A. cannot report you as delinquent without also reporting that you are questioning your bill. Bank of America, N.A. must tell you the name of anyone to whom it reported you as delinquent, and Bank of America, N.A. must let those organizations know when the matter has been settled between us.

If Bank of America, N.A. does not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

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Merrill Edge is available through Merrill Lynch, Pierce, Fenner & Smith Incorporated (MLPF&S), and consists of the Merrill Edge Advisory Center™ (investment guidance) and self-directed online investing.

Banking products are provided by Bank of America, N.A. and affiliated banks, members FDIC and wholly owned subsidiaries of Bank of America Corporation. MLPF&S is a registered broker-dealer, member SIPC and a wholly owned subsidiary of Bank of America Corporation.

Investment products:

|                             |                                |                       |
|-----------------------------|--------------------------------|-----------------------|
| <b>Are Not FDIC Insured</b> | <b>Are Not Bank Guaranteed</b> | <b>May Lose Value</b> |
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