



What You Need to Know About Overdrafts and Overdraft Fees

It is important to use your checking account responsibly and never intentionally overdraw your checking account. However, financial shortfalls happen from time to time and we have several options available to help you. An overdraft occurs when you do not have enough money available in your account to cover a transaction, but we pay it anyway. Your "available balance" is the portion of your current account balance that is available for immediate withdrawal or to pay other debit items; it takes into account any pending debits we have received but not yet posted to your account (for example, preauthorized debit card transactions, pending checks, transfers, withdrawals, or holds on your account. We can cover your overdrafts in two different ways:

1. **Occasional Overdraft Privilege Service (OOPS):** For those members whose accounts qualify we may pay overdrafts up to an aggregate maximum of \$1,000 including a \$30 fee for each item. Your account is eligible after it has been open for 60 days.
2. **Overdraft Protection Plan:** An overdraft is paid by drawing money directly from your savings account or line of credit loan for a \$6 fee (line of credit loans are subject to a separate application, credit underwriting, and approval).

What are the standard overdraft practices for paying an overdraft on my account?

We do authorize and pay overdrafts for the following type of transactions:

- Checks and other transactions made using your checking account number.
- Automatic Bill Payments

We do not authorize and pay overdrafts for the following types of transactions **unless** you ask us to do so:

- ATM transactions
- Everyday debit card transactions

Federal regulations require you to opt-in if you would like to authorize the Occasional Overdraft Protection Service (OOPS) for one-time debit and ATM transactions.

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft and there is not enough money in your account to cover the entire amount, your transaction will be declined and your account may be charged a \$30 NSF fee.

What fees will I be charged if PrimeWay pays my overdraft?

Under our standard overdraft practices:

- You will be charged \$6 per item if your overdraft pays from your savings account or line of credit (Overdraft Transfer as part of Overdraft Protection Plan).
- We will charge you a fee of \$30 each time we pay an overdraft where there are not enough funds in your account or savings account.
- There is no limit on the total fees we can charge you for overdrawing your account.

Do you want PrimeWay to authorize and pay overdrafts on ATM and everyday debit card transactions or decline those transactions?

_____ I **want** PrimeWay to authorize and pay overdrafts on my ATM and everyday debit card transactions and acknowledge I have received a copy of this form confirming my choice.

_____ I **do not** want PrimeWay to authorize and pay overdrafts on my ATM and debit card transactions and acknowledge I have received a copy of this form confirming my choice.

Signature

Date

Account Number

Effective Date – All information listed in this disclosure is effective as of 08/19/2019.

Eligibility Criteria – No application is required for Occasional Overdraft Privilege Service; eligibility is based on you managing your checking account in a responsible manner. You will be eligible unless:

- You have opted out.
- You are more than 30 days past due on any Credit Union loan or delinquent on any other obligation to the Credit Union.
- You are subject to any legal or administrative orders, levy, or are currently a party in a bankruptcy proceeding.
- An extended hold is being placed on your checking account or any other account relationship, in which case Overdraft Privilege will automatically be suspended without prior notice.
- You are a minor.
- You have a checking account that has been open less than 60 days, or if you were overdrawn during the first 60 days that your checking account was open.
- Negative indicators are present on any check verification system.
- Your account is a fiduciary trust or escrow account.
- Your checking account is classified as dormant.
- You have caused PrimeWay Federal Credit Union a loss.
- You do not make regular deposits sufficient to cover transactions.

Suspension/Removal of Privilege – You may be suspended or removed immediately from OOPS if:

- You do not bring your checking account to a positive balance within a 30 day period.
- You overdraft \$750 or more.
- You fail to meet our eligibility criteria.
- If you meet all the criteria listed above, we may still remove Occasional Overdraft Privilege Service if we believe you are not managing your checking account in a responsible manner which may harm you or us.
- Your account must be brought back to a minimum zero balance for one business day.

Transactions Covered by Occasional Overdraft Privilege Service (OOPS) – Available for all checks written, and ACH transactions. ATM withdrawals, point of sale and debit card transactions are only paid if you specifically opt-in stating that you would like us to extend the OOPS overdraft payment privilege to ATM and everyday debit card transactions.

Payment Order of Items – The order in which items are presented may affect the total fees incurred by a member. The first items that we pay are any checks cashed by our employees or that you have written to us. We then pay all remaining items including but not limited to ATM withdrawals, ACH items, any debit card or POS transactions, preauthorized automatic transfers, telephone-initiated transfers, any other electronic transfers and checks in the order received.

Opt Out – You may never need to take advantage of the Occasional Overdraft Privilege Service option but you may find it useful in the event of a temporary shortfall. If you do not want to have Occasional Overdraft Privilege, simply contact us and we will provide you with an opt out form to remove this benefit from your checking account.

Additional Information – Your Membership Agreement describes the duties, obligations, and rights of depositors, authorized signatories and the Credit union with regard to your deposit accounts. That checking account agreement is incorporated herein for all purposes as if it were set forth verbatim as to matters not directly addressed by this disclosure. Your checking account agreement and this disclosure shall be constructed so as to minimize conflicts between them.

Waiver: Credit Union's forbearance from, or delay in, exercising any of the Credit Union's rights, remedies, privileges, or right to insist on your strict performance of any provisions of your checking account agreement, this Occasional Overdraft Privilege Service disclosure, or any other provision related to your checking account, shall not be constructed to be a current or future waiver of the Credit union's rights, remedies or privileges.

You and the Credit Union agree that the exclusive remedy and forum for all disputes arising out of Occasional Overdraft Privilege or your or Credit Union's performance there under, except for matters you or Credit Union take to small claims court, is arbitration by an independent arbitrator pursuant to the applicable rules of the American Arbitration Association, except as prohibited by law.

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