

Overdraft Privilege Disclosure

Overdraft Consideration Exclusively for Eligible
Credit Union of Ohio Checking Account Members

Have You Ever . . .

- Made a mistake in your checkbook?
- Found yourself “a little short”?
- Had unusual or unforeseen expenses at just the wrong time?

Relax . . .

You deserve consideration!

Rather than automatically returning unpaid and insufficient funds items that you may have, we will consider payment of your reasonable overdrafts on your Free Checking, Free Checking Bundle, Advantage Checking or Checking Plus account at Credit Union of Ohio.

Account must meet minimum eligibility standards. Not all accounts will be eligible and some restrictions may apply to eligible accounts.

Features & Benefits

- We will normally pay overdrafts on eligible checking accounts up to \$500.
- No additional charge for the service, only our normal handling charge of \$34 (the same amount as our NSF charge) for each item that would overdraw your account. You avoid paying returned check fees charged by merchants (which could cost an average of \$55 for each instance.)
- No application or sign up process. Qualified accounts are automatically enrolled.

It is the policy of Credit Union of Ohio (the credit union, “we”, “us”, or “our”) to comply with all applicable laws and regulations, and to conduct business in accordance with applicable safety and soundness standards.

The Membership and Account Agreement provided to you at the time you opened your account with us controls the duties, obligations and rights of the Depositor, the Authorized Signatories and Credit Union of Ohio with regard to your checking account. The Membership and Account Agreement (and all amendments thereto) and its terms shall control any possible conflict, if any, between any provision of this Discretionary Overdraft Privilege Disclosure and the Membership and Account Agreement. A copy of the Membership and Account Agreement is available to you upon request from a Member Service Representative.

A non-sufficient funds (overdraft/negative balance) may result from: A) The payment of checks, electronic funds transfers, or other withdrawal requests you initiate; B) Payments authorized by you; C) The return of unpaid items deposited by you; D) Charging your account for our applicable service charges and fees; E) The deposit of items to your account which, according to our Funds Availability Policy, are treated as not yet “available” or “finally paid”.

Overdraft Privilege is not a line of credit. However, if you inadvertently overdraw your account, we will have the discretion to pay the overdraft, subject to the limit of your Overdraft Privilege and the amount of the overdraft fee. We are not obligated to pay any item presented for payment if your account does not contain sufficient available funds. Any discretionary payment by us of an item (including but not limited to checks, ATM withdrawals or transfers, debit or point-of-sale transactions, ACHs, etc) does not obligate us to pay any other item (including but not limited to checks, ATM withdrawals or transfers, debit or point-of-sale transactions, ACHs, etc), or to provide prior notice of its decision to refuse to pay such item.

Pursuant to our commitment to always provide you with the best level of service, now and in the future, if you maintain your account in good standing, which includes at least:

- A) Bringing your account to a positive balance within every thirty (30) day period for a minimum period of 24 hours;
- B) Not being in default on any loan or other obligation to us; and
- C) Not being subject to any bankruptcy, legal or administrative order

Please note: Overdraft Privilege is a discretionary service or member courtesy with no obligation on our part, that may be withdrawn or withheld by the credit union at any time, without prior notice, reason or cause.

This privilege will be limited to a maximum of \$500 overdraft (negative) balance. Of course, any and all fees and charges, including without limitation the non-sufficient funds fees (as set forth in our fee schedules and membership and account agreement), will be included as part of this maximum amount. It may be possible that your account will become overdrawn in excess of the Overdraft Privilege amount as a result of the assessment of a fee.

The total of the discretionary Overdraft Privilege (negative) balance, which includes any and all fees and charges, including all non-sufficient funds/overdraft fees is due and payable upon demand, and Depositor and each Authorized Signatory will continue to be liable, jointly and severally, for all such amounts, as described in the Membership and Account Agreement. Our standard Overdraft fee of \$34 will be imposed for overdrafts created by items—including but not limited to checks, ATM withdrawals or transfers, debit or point-of-sale transactions, ACHs, etc. Transactions may not be processed in the order in which they occurred, and the order in which transactions are received and processed may impact the total amount of fees incurred.

LIMITATIONS: Savings Type Accounts, Money Market Accounts, Student Checking Accounts, and Minor Accounts (not of legal age) are not eligible. We may limit the number of accounts eligible for Overdraft Privilege service to one account per household and/or one account per taxpayer ID.

ELIGIBLE ACCOUNT TYPES: The account types that are eligible for the Overdraft Privilege service are Free Checking, Checking Bundle, Advantage Checking and Checking Plus Accounts.

ELIGIBLE TRANSACTION TYPES: Each transaction/item initiated for payment against your checking account(s) may be processed by us using your assigned Overdraft Privilege service limit, including but not limited to checks, ATM withdrawals or transfers, debit or point-of-sale transactions, ACHs, etc.

OPTIONAL OVERDRAFT PROTECTION SERVICES: You may apply for overdraft protection from an established line of credit or VISA credit card, subject to credit approval. If you qualify for these services, you may save money on the fees/charges you pay us for overdraft protection.

IF YOU NEED HELP: Of course, overdrafts should never be used to finance ordinary or routine expenses – and you should not rely on overdrafts to cover these expenses. If at any time you feel you need help with your financial obligations, please contact a member service representative at (614)487-6650 or toll-free at (800)443-5698.

ALWAYS A DISCRETIONARY SERVICE: While we will have the discretion to pay overdrafts on accounts in good standing (as described above), any such payment is a discretionary courtesy, and not a right of the member or an obligation of Credit Union of Ohio. The credit union in its sole and absolute discretion can cease paying overdrafts at any time without prior notice of reason or cause.

MEMBER OPT OUT: In addition you may opt out of the Overdraft Privilege services for items (including but not limited to checks, ATM withdrawals or transfers, debit or point-of-sale transactions, ACHs, etc) at any time by contacting one of our Member Service Representatives.

For our members, Credit Union of Ohio will not pay overdrafts for ATM or everyday debit card transactions after August 15, 2010 unless we have provided you with the notice required by section 205.17(b) of Regulation E and you have opted in to the payment of these overdrafts. In order to avoid overdrafts due to ATM and everyday debit card transactions, we will place a three (3) day hold on your account for any ATM or everyday debit card transaction authorized until the transaction settles. ATM and everyday debit card transactions usually settle within two business days after the transaction is authorized. The amount of the hold will be for the amount authorized, or as permitted under applicable payment network rules. Holds on authorized ATM and everyday debit card transactions will be removed prior to settlement where required by applicable payment network rules.



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OHIO**

