



River Works Credit Union is pleased to provide you with a convenient member service, **Overdraft Privilege**. We are always looking for ways to better serve our members. We think that **Overdraft Privilege** does just that and add value to your River Works Credit Union checking account.

If you have ever made a mistake in your checking account, or written a check for more money than the available balance in the account, you are aware of the expenses and problems associated with inadvertent non-sufficient funds items. We want to help you avoid these situations.

Overdraft Privilege is available to eligible checking accounts. *Rather than automatically returning, any non-sufficient funds checks or automatic debits that you may have, we will consider, without obligation on our part, payment of your reasonable overdrafts, as long as you maintain your account in good standing.*

Overdraft Privilege:

- **Requires no action on your part**
- **Does not require you to sign any additional documents**
- **Costs you nothing unless you use it**

Overdraft Privilege CAN MEAN:

- **Payment of overdrafts up to \$800 will normally be considered on eligible Personal Checking Accounts!**
- **You may avoid very expensive charges from merchants for returned checks**
- **You may avoid the embarrassment and inconvenience of dishonored checks**

Also, we may authorize ATM withdrawals and everyday debit card purchases which may overdraw your account if you have provided us with your consent to do so.

If you would like access to the Overdraft Privilege Service for ATM withdrawals and One-Time Debit Card purchases, you'll need to complete the "opt-in".

Our normal non-sufficient funds or overdraft charges will apply to each item that would create an overdraft on your account. We will send you a notice each time an overdraft occurs.

Of course, we can't promise to pay every overdraft and we are never obligated to pay your overdrafts, even if your account is in good standing and even though we may have previously paid overdrafts for you. **RESTRICTIONS DO APPLY** and you should read the enclosed **Overdraft Privilege Policy**.

Overdraft Privilege is another good service from and another good reason for being a member of River Works Credit Union. If you have any questions, please call or visit your local branch office.

We appreciate your business and having you as a member is very important to us.

**Overdraft Privilege (ODP) is a discretionary service that a member may opt-out of any time by notifying a Member Service Representative. For each overdraft we pay, we will charge the standard per item overdraft fee set forth in our fee schedule (currently \$30.00). ODP applies to a variety of transactions, including checks and other transactions made using your checking account number, automatic bill payments, ATM transactions and everyday debit card transactions; however, on consumer accounts we will not include ATM and everyday debit card transactions within our ODP Program without first receiving your affirmative consent to do so. Furthermore on consumer accounts absent your affirmative consent, ATM and everyday debit card transactions generally will not be paid under ODP. The amounts of any overdrafts, including our fees, are due and payable immediately or on demand. We can refuse to pay any overdraft for any reason.*

OVERDRAFT PRIVILEGE SERVICE POLICY

RiverWorks Credit Union (“we, us or our”) offers the Overdraft Privilege Service. If your account qualifies for Overdraft Privilege, we will consider, without obligation on our part, paying items for which your account has insufficient or unavailable funds, instead of automatically returning those items unpaid. This document explains how Overdraft Privilege operates.

Transactions that May Qualify for Overdraft Privilege

An overdraft occurs when you do not have enough money in your account to cover a transaction. Although there are many reasons why your account might become overdrawn, most overdrafts result from the following:

- a) You write a check, swipe your debit card or initiate an electronic funds transfer in an amount that exceeds the amount of funds available in your account;
- b) You deposit a check or other item into your account and the item is returned unpaid, which causes a negative balance in your account once your balance is reduced by the amount of the returned check;
- c) You have inadequate funds in your account when we assess a fee or service charge; or
- d) You initiate a transaction before funds deposited into your account are "available" or "finally paid" according to our Funds Availability Policy. For example, if you deposit a check into your account, the proceeds of that check may not be available to you for up to five days after you deposit the check. If you do not have sufficient funds in your account—independent of the check—to cover the transaction, you will incur an overdraft.

The Overdraft Privilege Service applies to a variety of transactions, including checks and other transactions made using your checking account number, automatic bill payments, ATM transactions and everyday debit card transactions; however, we will not include ATM and everyday debit card transactions within our Overdraft Privilege Service without first receiving your affirmative consent to do so. Absent your affirmative consent, ATM and everyday debit card transactions generally will not be paid under Overdraft Privilege.

Participation in Overdraft Privilege is not mandatory. You may opt-out of the service any time by notifying one of our service representatives. Furthermore, you may revoke your affirmative consent to have ATM and everyday debit card transactions considered for payment under Overdraft Privilege without removing other items from the service. Simply inform us of your preference.

As noted above, we retain full discretion to decline to pay any item under the Overdraft Privilege Program. The means we can refuse to pay any overdraft for any reason. Even if we decide to pay an overdraft item, absent an agreement to the contrary, such payment does not create any duty to pay future overdrafts. If we do not authorize and pay an overdraft, your transaction will be declined and we may assess NSF fees on your account in accordance with your account agreement and the fee schedule in effect at the time of the overdraft.

Fees

For each overdraft we pay, we will charge the standard per item Overdraft/NSF Fee set forth in our fee schedule (currently **\$30.00**)**. In addition, under our standard overdraft practices:

- There is a business day combined maximum of five (5) Overdraft/NSF Fees that we can assess your account.

- The Credit Union does not charge a checking account participating in the Overdraft Protection Program an Overdraft/NSF Fee for transactions that overdraw an account by an aggregate amount of \$5.00 or less.

***Chapter 234 of the Acts of 2010 limits the amount if these same charges to \$5.00 each for persons 65 years of age or older, or 18 years of age or younger. Please consult with a Credit Union representative to determine if you are eligible.*

We will notify you by mail if we pay or return any insufficient or unavailable funds items on your account; however, we have no obligation to notify you before we pay or return any item. The amount of any overdrafts – including our fees – is due and payable immediately or on demand.

Accounts Eligible for Overdraft Privilege

Overdraft Privilege is a discretionary service and is generally limited to an \$800 overdraft (negative) balance for eligible personal checking accounts; or a \$1,500 overdraft (negative) balance for eligible business checking accounts. Please note that per item Overdraft/NSF Fees count toward your Overdraft Privilege Limit. We may in our sole discretion limit the number of accounts eligible for Overdraft Privilege to one account per household or per taxpayer identification number. Further, Overdraft Privilege is usually extended only to accounts in good standing. An account in good standing exhibits, but is not limited to, the following characteristics:

- a) The account has been open for at least thirty (30) days;
- b) The account has deposits totaling at least \$400 or more within each thirty (30) day period;
- c) The account demonstrates consistent deposit activity;
- d) The account owner is current on all loan obligations with us; and
- e) The account is not subject to any legal or administrative order or levy, such as bankruptcy or tax lien.

We offer other overdraft protection services in addition to Overdraft Privilege. These include our **Quick Green (Overdraft Protection Line of Credit)** and **Smart Saver**, which provides overdraft protection from an additional linked savings account of yours with us. If you apply and are approved for these optional services, you may save money on the total fees you pay us for overdraft protection services.

Overdrafts should not be used to pay ordinary or routine expenses and you should not rely on overdrafts as a means to cover these expenses. If at any time you feel you need help with your financial obligations, please contact us at (781-599-0096) to discuss your options or speak with one of our member service representatives at your local branch office.

CONSENT FORM FOR OVERDRAFT SERVICES

What You Need to Know about Overdrafts and Overdraft Fees

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

1. We have standard overdrafts practices that come with your account.
2. We also offer overdraft protection plans, such as a link to another account or line of credit, which may be less expensive than our standard practices. To learn more, ask us about these plans.

This notice explains our standard overdraft practices.

➤ **What are the standard overdraft practices that come with my account?**

We do authorize and pay overdrafts for the following types 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 (see below):

- ATM transactions
- Everyday debit card 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, your transaction will be declined.

➤ **What fees will I be charged if River Works Credit Union pays my overdraft?**

Under our standard overdraft practices:

- We will charge you a fee of \$30 each time we pay an overdraft.
- There is a limit of five (5) per item overdraft fees we will charge you for overdrawing your account on any business day.
- The Credit Union does not charge a checking account participating in the Overdraft Protection Program an Overdraft/NSF Fee for transactions that overdraw an account by an aggregate amount of \$5.00 or less.

➤ **What if I want River Works Credit Union to authorize and pay overdrafts on my ATM and everyday debit card transactions?**

If you also want us to authorize and pay overdrafts on ATM and everyday debit card transactions, call (781-599-0096), or complete the form below and present it at a branch or mail it to: 947 Western Ave., Lynn, MA 01905.

I want River Works Credit Union to authorize and pay overdrafts on my ATM and everyday debit card transactions.

Printed Name: _____ Date: _____

Account Number(s): _____