

United States Senate FCU Member 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) credit union service charges; or (5) the deposit of items which, according to the Credit Union'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 collected funds.

As long as you maintain your account in "good standing," we may approve your overdraft items within your current available Member Privilege 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 Credit Union fees and charges); (2) avoid excessive overdrafts suggesting the use of Member Privilege as a continuing line of credit; (3) there are no legal orders, levies or liens against the account; (4) the primary member is of contractual age and is on the share draft or NOW account; (5) the primary account has been opened at least 90 days; (6) the share draft or NOW account has either a positive balance or no negative balance greater than 15 calendar days when the program is first offered to you; (7) none of the account holders have caused the Credit Union a loss on any of your shares or loans; (8) none of the account holders have declared bankruptcy; and (9) none of the account holders are delinquent on any Credit Union obligations more than 45 days.

In the normal course of business, ATM/Point of Sale, teller and shared branch transactions are posted as they occur. Automated Clearing House credit transactions are posted first and debits are posted second in smallest to greatest order. Share drafts are posted in numeric order. We reserve the right to change the order of payment without notice to you if we suspect fraud or possible illegal activity affecting your account. 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 Member Privilege fee of \$28 for each overdraft item paid.

You may opt out of the privilege at any time, but you are responsible for any overdrawn balances and fees incurred 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 credit union's Member Privilege fee of \$28 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 Member Privilege as a regular line of credit. You will be charged an overdrawn fee of \$28 for each item returned.

You will be notified 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 Member Privilege fee of \$28 and/or an overdrawn fee of \$28 that you owe us shall be due and payable upon demand, but if no demand is made, no later than 45 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.

Member Privilege 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 check book regularly, and manage your finances responsibly. If you would like to have this service removed from your account, please call 703.329.8466 (800.374.2758 outside the D.C. Metro area).

Please note that your Member Privilege limit may be available for each item paid under the limit created by checks and other transactions made using your account number, such as a teller withdrawal, an automatic payment (ACH) transaction, or automatic bill payment and recurring debit card payment. Also, at your request, we may authorize and pay ATM transfers or withdrawals and everyday debit card purchases using your limit. The limit will not be included in the balance provided during an inquiry.

LIMITATIONS: Member Privilege is a non-contractual courtesy that is available to individually/jointly owned accounts in good standing for personal or household use. The United States Senate FCU reserves the right to limit participation to one account per household and to suspend, revoke, or discontinue this service without prior notice.