

## **Overdraft Services Disclosure**

### **What are Overdraft Services?**

Members enrolled in Overdraft Services at Georgia's Own have elected to add protection to their checking account to cover inadvertent overdrafts. All members are initially set up on our most basic level of Overdraft Service, transfer from one of your other accounts. This allows for transfers from a primary savings account initially, and additional related savings or overdraft line of credit accounts can be added at any time for additional sources of overdraft. Subject to the eligibility criteria as explained below, members are granted access to Overdraft Protection for checks, ACH transactions, and recurring debits up to a set limit. This service is discretionary, not a right or obligation guaranteed to our members, however, we will strive to pay your reasonable overdrafts when your account is in good standing and meets eligibility requirements. The amount of Overdraft Protection for checks, ACH transactions, and recurring debits your account is eligible for may fluctuate based on several membership factors that include, but are not limited to:

- Age of Account
- Number of Deposits
- Dollar Amount of Deposits
- Deposit Patterns
- Repayment Patterns
- Overdraft Activity

We typically do not pay overdrafts if your account is not in good standing, you are not making regular deposits, or you have too many overdrafts previously. When we pay overdraft items for you, you will be charged our normal Overdraft Fee as stated in the Truth-in-Savings Fee Schedule. Additionally, all deposits to overdrawn accounts are applied to the negative balance of that account except where specifically prohibited.

**Eligibility** - No application is required for our Overdraft Services. All accounts are granted access to our overdraft transfers from one of your other eligible accounts at account opening.

Overdraft Protection for checks, ACH transactions, and recurring debits are available after an account opening probationary period and fluctuate based on membership factors. Overdraft Protection for one-time Debit and ATM transactions must be explicitly opted into by each member wishing to participate in this service and will fluctuate at the same level as Overdraft Protection for checks, ACH transactions, and recurring debits. Ongoing eligibility for both Overdraft Protections is at the sole discretion of Georgia's Own Credit Union and based on your type of account and managing your membership in a responsible manner. Furthermore, members may opt out of any or all Overdraft Services at any time.

### **Accounts Not Eligible for Overdraft Protection**

- Accounts where the primary member is under 18 years of age
- Resolution Accounts
- Money Market or Business Money Market Accounts
- Health Savings Accounts (HSA)

## **Overdraft Services Disclosure - Continued**

**Suspension/Revocation-** Your Overdraft Privilege Service may be suspended or permanently removed based on the following criteria:

- Your account type is not eligible
- You are more than 30 days negative or 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
- Your account is being reviewed for fraudulent activity or transactions
- A ChexSystems, Deluxe, or other negative indicator has been reported to us
- Your account is classified as inactive
- We do not have a valid address for you

**Transactions Covered** – Overdraft Protection for checks, ACH transactions, and recurring debits will be available for all checks written or created via bill pay, ACH transactions, or preauthorized/recurring debits. Overdraft Protection for one-time Debit and ATM transactions will be available for ATM or debit card transactions and withdrawals after you have authorized the Credit Union to do so prior to presentment. All transactions resulting in a negative account balance will be subject to our normal Overdraft Fee as stated in the Truth-in-Savings Fee Schedule.

**Opt Out** - You have the option to have any or all Overdraft Services removed from your membership at any time by writing us at Georgia's Own Credit Union, PO BOX 105205, Atlanta GA 30328 or by contacting us at any branch location, through our member service phone line, or through a secure web message via your online banking portal. It is important for you to understand that by opting out of this service, without some other form of overdraft plan, you are instructing us to return all items presented against insufficient funds as unpaid. If you opt out and items are presented against an account containing insufficient funds, you will still be charged our normal Insufficient Funds Fee (NSF) as stated in the Truth-in-Savings Fee Schedule. Future deposits to the overdrawn account, electronic or over the counter, will be applied to the negative balance caused by the Insufficient Fund fee except where specifically prohibited.

**Actual Balances and Available Balances** - As explained in this Agreement, there are many circumstances that will affect your access to the funds in your accounts. Your account records may show an "Actual Balance" and an "Available Balance." The Actual Balance is the total amount of funds in your account(s). The Available Balance is the amount of the Actual Balance that is available for transactions (withdrawals, write checks, debit transactions, online banking or other authorized transactions). These amounts may vary due to temporary holds on deposits as outlined in the Funds Availability Policy disclosure and transaction requirements of the payment networks processing merchant transactions. You should take care to make transactions against the Available Balance only, as these are the only funds you may access for transactions. If you exceed the Available Balance (even though the Actual Balance may be greater) you may overdraw your account, as new or additional transactions cannot be processed until funds are available for transactions. This may result in Insufficient Funds Transactions, Returned Items and Fees including Overdraft Protection Fees as a result of exceeding your Available Balance.

## **Overdraft Services Disclosure - Continued**

**Payment Order of Items** - Checks, drafts, transactions, and other items may not be processed in the order that you make them. The order in which we process checks, drafts, or items, and execute other transactions on your account may affect the total amount of overdraft fees that may be charged to your account. When processing items drawn on your account, our policy is to pay them as we receive them. We commonly receive items to be processed against your account(s) multiple times per day in what is referred to as presentment files. Each presentment file received contains a large amount of a specific type of item (Check, ACH, or ATM/POS.) It is common for each of these presentment files to contain multiple items to be processed against your account. In this case, when multiple items are received at once, the items will be paid as follows: ACH items in each presentment file post credits first, then debits paid by dollar amount, lowest to highest. Checks are paid in order of dollar amount, lowest to highest. ATM/POS items are paid in the order they are presented. Items performed in person such as withdrawals or checks cashed at one of our locations or a shared branch, are generally paid at the time they are performed.

Our payment policy may cause your larger items to not be paid first (such as your rent or mortgage payment), but may reduce the amount of overdraft or NSF fees you have to pay if funds are not available to pay all of the items.

**Temporary Holds and Authorizations for Amounts in Excess of Transactions** - To facilitate certain transactions you make, Georgia's Own or the transacting merchant may place temporary holds on funds in your accounts. The Credit Union can neither control the parties with whom you do business nor regulate the processing of transactions through the commercial networks used to facilitate your transactions. Therefore, it is your obligation to ensure that your available balance is sufficient to cover the transactions you make – including the amount that may be subject to these holds. Pursuant to the processing networks rules, a merchant (hotel, car rental company, retailer, etc.) may obtain authorization for up to three times the total estimated amount of your actual hotel stay, car rental or purchase. Even if your bill is satisfied with another form of payment, the merchant/retailer may continue to hold the funds as originally authorized by you for these time periods. This is deemed to be an “authorized amount” by you, which will reduce your available balance until your bill is finally settled with such merchant(s). This may cause an insufficient funds or overdraft situation in your account(s).

**Financial Education** – Georgia's Own believes that financial literacy and education helps members make informed decisions. Heightened awareness of personal financial responsibility helps members realize the benefits of responsible money management, understanding the credit process, and the availability of help if problems occur. [www.MyMoney.gov](http://www.MyMoney.gov) is the federal government's website that serves as the one-stop for federal financial literacy and education programs, grants and other information. To request a personal financial toolkit, call 1-888-MyMoney. As an additional resource for financial education, the Balance Financial Fitness Program has been made available to all Georgia's Own Members free of charge. They can be reached at [www.balancepro.net](http://www.balancepro.net) or by calling 1-888-456-2227.

## **Overdraft Services Disclosure - Continued**

**Membership and Account Agreement** - Your account agreement describes the duties, obligations, and rights of depositors, authorized signatories and Credit Union with regard to your deposit accounts. That 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 account agreement and this disclosure shall be construed so as to minimize conflicts between them.

**Remedy:** You and the Credit Union agree that the exclusive remedy and forum for all disputes arising from the use of Overdraft Services or your or the Credit Union's performance thereunder, 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.

**Waiver:** This Agreement is governed by the Credit Union's bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the State of Georgia, and local clearinghouse rules, as amended from time to time. As permitted under Federal law or the laws of the State of Georgia, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall be governed by the laws of the State of Georgia. The place of arbitration shall be Atlanta, Georgia. All other legal actions regarding this Agreement shall be filed and heard in the courts of Atlanta, Georgia, if allowed by applicable law. There shall be no right or authority for any claims arising out of this Agreement to be arbitrated or litigated on a class action basis.

## **What You Need to Know about Overdraft Service and Overdraft Fees**

An overdraft occurs when you do not have a sufficient available balance in your account to cover a transaction, but we pay the presented item anyway. There are several layers of Overdraft Service that can help ensure your items are paid:

1. Transfer from one of your other accounts allows you to link your primary savings, overdraft line of credit, or related savings account(s) to your checking account. With this option, we simply transfer the overage amount from the indicated Georgia's Own account to cover any overdraft(s). You get peace of mind knowing that your transaction is covered and a much smaller fee is incurred than what a returned transaction would cost.
2. Overdraft Protection for checks, ACH transactions, and recurring debits is an optional service, available to members that qualify, that allows presented checks, ACH transactions, and recurring debits to be paid when insufficient funds are available in your checking account or via Transfer from other accounts you have previously linked. This prevents your payments from being returned or declined and can save you the embarrassment and process of resubmitting your payments.
3. Overdraft Protection for one-time Debit and ATM transactions works in conjunction with your ATM and Debit Card. This works similarly to the coverage for checks, ACH transactions, and recurring debits but requires you to opt in. Once opted in, transactions using your card will also be allowed to go through even though sufficient funds might not be present at the moment. If you chose not to opt in, transactions via your card would be declined unless sufficient funds are available in your checking or savings account.

Please be aware that we pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any transaction. If we do not authorize and pay an overdraft, your transaction will be declined.

### **What fees will I be charged if Georgia's Own Credit Union pays my overdraft?**

Under our Overdraft Services, we will charge an Overdraft Transfer fee as outlined in the Truth-in-Savings Fee Schedule, each time a Transfer from one of your other accounts is initiated, unless that account is a line of credit in which case the daily interest due is the only charge.

Under our Overdraft Protection for checks, ACH transactions, and recurring debits as well as our Overdraft Protection for one-time Debit and ATM transactions, we will charge an Overdraft Fee as outlined in the Fee Schedule, each time we pay an overdraft.

### **What if I want to enroll in Overdraft Protection for one time ATM and debit card transactions?**

If you also want us to authorize and pay overdrafts on ATM and debit card transactions, and you have not already enrolled, contact us at any branch location, through our member service phone line, through a secure web message via your online banking portal, or by writing to Georgia's Own Credit Union, PO BOX 105205, Atlanta GA 30328.