

Collins Community Credit Union Discretionary Overdraft Privilege Disclosure

We want to educate you on the overdraft coverage available in the event funds do not exist in your checking account to cover a purchase transaction. We have several ways these transactions can be covered:

- 1) We can set up an Account Transfer from a share account, money market or separate share draft account, and funds will be transferred to cover the transaction that would overdraw your checking account. There is a \$5.00 fee per day for the transfer.
- 2) You can apply for a Ready Reserve Line of Credit that would be available to cover you when a transaction overdraws your account. Current annual percentage rates (APR) apply on funds that are transferred from a Ready Reserve Line of Credit to your checking account to cover the transaction that will overdraw your account as stated in the Ready Reserve Line of Credit Disclosure.
- 3) We also have our Overdraft Privilege in which we will strive to pay check and auto draft items for you when funds are not available in your account. When an account has insufficient funds, a \$32.00 fee is charged for every non-sufficient item whether the item is paid or returned unpaid. Of course, any and all fees and charges, including without limitation the non-sufficient fund fees (as set forth in our Fee Schedule and Deposit Account Agreement and Disclosure ("Account Agreement"), will be included as part of the total negative balance. For consumer accounts, the overdraft NSF fee daily maximum is \$160.00 per day per transaction type; this does not apply to commercial accounts. It is the policy of Collins Community Credit Union to comply with all applicable laws and regulations and to conduct business in accordance with the applicable safety and soundness standards. Therefore, a continual evaluation of all accounts is performed to determine if it is financially sound to honor items that may cause an overdraft situation for a particular account. The account criteria evaluated are:
 - a. Age of account
 - b. Deposit balance
 - c. Deposit regularity
 - d. Previous overdraft activity
 - e. Account status relating to any legal or administrative order or levy
 - f. Status of loan obligations with the institution
- 4) We can extend Overdraft Privilege to your everyday debit and ATM transactions with your acknowledgement. If you choose to request this service and funds do not exist in your account, we will strive to pay those everyday debit purchases and ATM transactions. If need to cover an

item for you, you will be charged a \$32.00 per transaction that overdraws your account with a daily overdraft fee maximum of \$160.00 per transaction type. For consumer accounts, Collins Community Credit Union will not pay overdrafts for ATM or everyday debit card transactions unless Collins Community Credit Union has provided you with notice required by 12 USC \$1005.17(b) and you have opted in to the payment of these overdrafts. You can opt in to this service by logging into Collins Community Credit Union Online Banking and choosing Overdraft Privilege, by calling our Member Contact Center at 319-393-9000 option 3 or 800-475-1150 option 3.

Collins Community Credit Union is not obligated to cover any items, defined as checks, ATM withdrawals, Point of Sale (POS) or debit card transactions, preauthorized debits or any other electronic transactions, presented for payment if the account does not contain sufficient collected and/or available funds. Furthermore, service charges assessed against items presented against the account, does not obligate the institution to pay said request for funds, nor does it obligate the institution to provide prior written notice of the decision to refuse payment. Should a check be submitted or a transaction is made for funds exceeding what is available in the account, pursuant to the Account Agreement, the account holder is responsible for the amount of any overdraft and applicable fees immediately. It is the obligation of the account holder to keep their account in good standing with the institution and to bring their account to a positive balance immediately should and overdraft occur, without notice or demand from the institution. Transactions may not be processed in the order in which they occurred but in the order in which transactions are received. The order in which items are received may impact the total amount of fees incurred. The account holder is fully aware that without the discretionary service or some other form of overdraft protection, such as an account transfer or line of credit – credit approval applies. Any items presented that overdraw the account may be returned unpaid with the applicable non-sufficient fund fee charged to the account for each item.

The 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 Collins Community Credit Union with regard to your checking account. The 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 Account Agreement. The terms of the Account Agreement supersede the overdraft policy in any potential conflicts of interest. A copy of the Account Agreement is available to you on request from your Collins Community Credit Union officer.

Both consumer and commercial account holders may opt out of Overdraft Privilege services for check, ACH and debit card bill payment transactions at any time by contacting us at 319-393-9000 option 3 or 800-475-1150 option 3.

DOPD102015 © Revised 10/2015