

## **Overdraft Privilege Program Disclosure**

This disclosure describes your and our rights, responsibilities, and obligations with regard to the Overdraft Privilege program. In this disclosure, the words "we", "us", or "our" mean TruMark Financial® Credit Union ("TruMark Financial") as appropriate and their successors or assigns. When we use the words, "member", "you", or "your" we mean each person who is eligible for the Overdraft Privilege program.

Non-sufficient funds (negative) balance may result from (but not limited to):

- a) The payment of checks, electronic funds transfers, ATM, or other withdrawal requests;
- b) Payments authorized by you;
- c) The return, unpaid, of items deposited by you;
- d) Our fees;
- e) The deposit of items which according to our Funds Availability Policy, are treated as not yet "available" or finally paid, sometimes called 'uncollected funds'

We are not obligated to pay any item presented for payment if your account does not contain sufficient collected funds. Rather than automatically returning, unpaid, any non-sufficient funds items that you may have if you maintain your account in good standing and which includes at least:

- a) Continuing to make deposits consistent with your past practices;
- b) You are not in default on any of your loan obligations with us;
- c) You bring your account to a positive balance (not overdrawn) at least once every thirty (30) days; AND
- d) Your account is not subject to any legal or administrative order or levy

We will consider, without obligation on our part, approving your reasonable overdrafts as a purely discretionary overdraft "privilege" or "courtesy". This discretionary service will generally be limited to:

For consumer members:

- A \$750 overdraft (negative) balance for checking accounts; or
- A \$1,000 overdraft (negative) balance for checking accounts with recurring direct deposit (subject to approval)

For business members:

- A \$750 overdraft (negative) balance for checking accounts; or
- A \$1,000 overdraft (negative) balance for checking accounts (based on business cash flow)

Any and all fees and charges, including without limitation, our non-sufficient funds/overdraft fees (as set forth in our [Service Fee Disclosure](#)) will be included in this limit and will apply to any transaction that may overdraw your account (see "Eligible Account Types").

We may refuse to pay an overdraft for you at any time, even if your account is in good standing and even though we may have previously paid overdrafts for you. The amount of any overdrafts plus our non-sufficient funds and/or overdraft (NSF/ODP) charge(s) you owe us shall be due and payable upon demand.

If there is an overdraft paid by us on an account with more than one (1) owner on the signature card, each owner, and agent if applicable, presenting the item creating the overdraft shall be jointly and severally liable for such overdrafts plus our non-sufficient funds and/or overdraft privilege program's (NSF/ODP) charge(s).

## Limitations

- a) We may limit the number of accounts eligible for overdraft privilege to one account per household and/or one account per taxpayer ID.
- b) If you exceed twenty (20) transactions in a month for three (3) consecutive months you will be permanently withdrawn from the ODP program.

## Eligible Account Types – Checking Account

Each transaction/item initiated for payment against your checking account may be processed by us using your assigned overdraft privilege limit, including without limitation: checks, ACH debit transfers, Bill Payer checks and electronic transfers, recurring debit card transactions (such as your PECO bill), ATM, and one-time debit card transactions (e.g., everyday purchases).

## Optional Overdraft Protection Services

You may apply for overdraft protection from an established line of credit account and/or funds transfer from a designated share account. An established line of credit account and/or funds transfer from a designated share account will always precede the overdraft privilege program. If you qualify for these services, you may save money on the fee/charges you pay us for overdraft protection.

## Member Opt-In

The Federal Reserve Board issued a final rule effective July 1, 2010 to amend Regulation E (Electronic Fund Transfer Act) to provide consumers with certain protections relating to the assessment of overdraft fees. You may now choose at any time to opt into our overdraft privilege program for one-time debit card (e.g., everyday purchases) and ATM transactions by contacting one of our member service representatives. Your affirmative consent is effective until revoked by you as the primary member, or the joint member (if applicable), unless the credit union terminates the service. Business members are not required to opt-in.

## Member Opt-Out

You may choose at any time to opt out and not participate in our overdraft privilege program by notifying one of our member service representatives. You may opt out of our program for either one-time debit card transactions (e.g., everyday purchases), ATM, and/or checks; ACH withdrawals, bill payer payments and recurring debit card transactions, or both. Either the primary member or the joint member (if applicable) may opt out or revoke the overdraft privilege at any time.

## If You Need Help

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 our Budgetary Counselor at 215-396-6431 or 1-877-TRUMARK, ext. 6431.

## Always a Discretionary Service

Our overdraft privilege program does not constitute an actual or implied agreement between you and us, nor does it constitute an actual or implied obligation of ours or by us. This service represents a purely discretionary privilege or courtesy we may provide to you from time to time and which may be changed, withdrawn, or withheld by us at any time, without prior notice, reason, or cause.

## For more information

Contact TruMark Financial at 1-877-TRUMARK (1-877-878-6275) or visit us on the Web at [www.trumarkonline.org](http://www.trumarkonline.org).