

## **OVERDRAFT PRIVILEGE CUSTOMER 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) bank service charges; or (5) the deposit of items which, according to the bank'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 funds. However, if you maintain your account in good standing, we may approve your overdrafts within your current available Overdraft Privilege limit as a non-contractual courtesy. If we determine you may be using Overdraft Privilege as a regular line of credit by creating excessive overdrafts, we may suspend the privilege without any prior notice. In the normal course of business, we generally pay electronic transactions first and then checks are paid in sequence number order, lowest to highest. 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 overdrafts during a single banking day for which you will be charged our paid item overdraft charge for each paid overdraft item up to 6 or \$210 per day.

Overdraft charges are \$35 per item. See Fee Schedule for additional fees and charges.

You may opt out of the privilege at any time, but you are responsible for any overdrawn balances 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. So as to not exceed your limit, please note that the amount of the overdraft plus the bank's overdraft charge will be deducted from the overdraft limit. However, the assessment of fees or overdraft charges may cause your balance to exceed the predetermined limit assigned to your account; if so, you are still responsible for the overdrafts and fees assessed to your account. We may refuse to pay an overdraft for you at any time and charge an insufficient funds fee, even though we may have previously paid overdrafts for you. You will be notified by mail 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 plus overdraft charge that you owe shall be due and payable upon demand. If there is an overdraft paid by us on an account with more than one owner on the signature card, each owner and agent, if applicable, drawing/presenting the item creating the overdraft, shall be jointly liable for such overdraft plus our overdraft charge.

Please note that your Overdraft Privilege limit may not be available at the teller window, at the ATM or through a POS transaction. Overdraft Privilege is not available through Online Banking. The limit will not be included in the balance provided during an inquiry.

**LIMITATIONS:** Overdraft Privilege is a non-contractual courtesy that is available to accounts in good standing. First Bank and Trust reserves the right to limit participation to one account per household or business and to discontinue this service without prior notice.

# FREQUENTLY ASKED QUESTIONS ABOUT OVERDRAFT PRIVILEGE

## **What is Overdraft Privilege?**

Overdraft Privilege is an overdraft service requiring no action on your part. You don't have to sign anything. Your Overdraft Privilege limit amount will be automatically assigned at account opening.

## **How does Overdraft Privilege work?**

As long as you maintain your account in good standing, First Bank and Trust may approve your overdrafts within your current available Overdraft Privilege limit. Whether your overdraft will be paid is discretionary and we reserve the right not to pay. For example, we typically do not pay overdrafts if your account is not in good standing. Your account is in good standing if you (1) demonstrate responsible account management – such as making regular deposits to bring your account to a positive end-of-day balance at least once every 30 days (including the payment of all bank fees and charges); (2) avoid excessive overdrafts suggesting the use of Overdraft privilege as a continuing line of credit; and (3) there are no legal orders, levies or liens against your account. Please note that the amount of the overdraft, plus our overdraft charge, will be deducted from your overdraft limit. No interest will be charged on the overdraft balance.

## **How do I know when I use the overdraft limit?**

You will receive an overdraft notice in the mail each time items are paid. The notice will show the check number, amount and the overdraft charge. You will need to subtract the total fees when balancing your checkbook.

## **What if I go beyond my Overdraft Privilege limit?**

Overdrafts above and beyond your established Overdraft Privilege limit may result in a check or checks being returned to the payee. The insufficient funds fee will be charged per item and assessed to your account. An NSF notice will be sent to notify you of your actions.

## **How quickly must I repay my Overdraft Privilege?**

First Bank and Trust assesses a continuous overdraft fee of \$32.00 after an account has been overdrawn for 5 consecutive days. This fee is assessed every 5 days until the account is returned to a positive balance. You should make every attempt to bring your account to a positive end-of-day balance as soon as possible, and must do so within 30 days. If you are not able to bring your account to a positive balance within 30 days you will receive a letter from First Bank and Trust informing you of the situation and your options. If, thereafter, your account has not been brought to a positive balance, we may suspend your account and take other steps to recover funds. First Bank and Trust will not assess an overdraft fee if your account is overdrawn \$3 or less.

## **What does my Overdraft Privilege cost?**

There is no annual fee for overdraft privilege; however, an insufficient funds fee will be charged for each overdraft item paid by check, in-person withdrawals, ATM withdrawals or other electronic means paid under the limit up to 6 per day. To help you manage your account, the total fees you have paid for NSF items (both paid and returned) during the current month and for the year-to-date, will be reflected on your monthly checking statement.

## **What are some of the ways I can access my Overdraft Privilege?**

Your Overdraft Privilege is available through writing a check, VISA® Debit Card, ACH transactions, and online banking bill pay, though the balance provided does not reflect your Overdraft Privilege limit. To have access to your Overdraft Privilege limit via a VISA debit card transaction, you must give the Bank your permission and to Opt In to the service. Please see your Banker for details. Overdraft Privilege is not available via Online Banking Transfers. As in the past, we will continue to notify you if an overdraft occurs. Overdraft Privilege is designed to help with the occasional mistake. You should not consider use Overdraft Privilege as a line of credit, or as a regular source of funds.

## **What if I do not want to have Overdraft Privilege on my checking account?**

Overdraft Privilege costs you nothing unless you use it. However, if you would like to have this service removed from your account, please call 504-584-5900 or 877-426-2498.