

Member Privilege® 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 funds. However, if you maintain your account in good standing, we may approve your overdrafts within your current available Member Privilege limit as a non-contractual courtesy. 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 balance at least once every 30 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, and (3) there are no legal orders, levies or liens against your account. In addition, based upon our review of your account management, if we determine you may be using Member 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 beginning with the lowest dollar amount, per the credit union's policy. 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 standard NSF fee of \$25 for each overdraft (paid or returned). You may opt out of the privilege at any time, but you are responsible for any overdrawn balances at the time of opting out. 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 standard NSF fee of \$25 (per item) will be deducted from the overdraft limit. We may refuse to pay an overdraft for you at any time 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 our standard NSF fee of \$25 that 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 owner on the signature card, each owner and agent, if applicable, drawing/presenting the item creating the overdraft, shall be jointly and severally liable for such overdraft plus our standard NSF fee of \$25.

Member Privilege should not be viewed as an encouragement to overdraw your account. As always, we encourage you to manage your finances responsibly. If you would like to have this service removed from your account, please call 315.356.3000 or 800.388.2000.

Please note that your Member Privilege limit may be available through an ATM or POS transaction, but will not be available at the teller window, through Online Services or Telelink. 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. AmeriCU Credit Union reserves the right to limit participation to one account per household and to discontinue this service without prior notice.

