

OVERDRAFT PRIVILEGE DISCLOSURE (A Discretionary Overdraft Service)

Citizens Bank ("we, us or our") offers an overdraft protection service. Overdraft Privilege is a *discretionary* service we provide to our checking account holders who maintain their accounts in good standing. In an effort to provide excellent customer service, we will consider, without obligation on our part, to pay items for which your account has insufficient or unavailable funds, instead of automatically returning those items unpaid. The bank <u>does not guarantee</u> payment of funds.

Transactions That May Qualify For Overdraft Privilege

An overdraft occurs when you do not have enough money in your account to cover a transaction. Although there are many reasons why your account might become overdrawn, most overdrafts result from the following:

- a) You write a check, swipe your debit card, or initiate an electronic funds transfer in an amount that exceeds the amount of funds available in your account;
- b) You deposit a check or other item into your account and the item is returned unpaid, which causes a negative balance in your account once your balance is reduced by the amount of the returned check;
- c) You have inadequate funds in your account when we assess a fee or service charge; or
- d) You initiate a transaction before funds deposited into your account are "available" or "finally paid" according to our Funds Availability Policy.

For example, if you deposit a check into your account, the proceeds of that check may not be available to you for up to seven days after you deposit the check. If you do not have sufficient funds in your account—independent of the check—to cover the transaction, you will incur an overdraft.

The Overdraft Privilege Program applies to a variety of transactions, including checks and other transactions made using your checking account number, automatic bill payments, ATM transactions and everyday debit card transactions; however, we will not include ATM and everyday debit card transactions within our Overdraft Privilege without first receiving your affirmative consent to do so. Absent your affirmative consent, ATM and everyday debit card transactions generally will not be paid under Overdraft Privilege. Participation in Overdraft Privilege is not mandatory. You may opt-out of the service any time by notifying one of our service representatives. Furthermore, you may revoke your affirmative consent to have ATM and everyday debit card transactions considered for payment under Overdraft Privilege without removing other items from the service. Simply inform us of your preference.

As noted above, we retain full *discretion* to decline to pay any item under the Overdraft Privilege Program. This means we can refuse to pay any overdraft for any reason. Even if we decide to pay an overdraft item, absent an agreement to the contrary, such payment does not create any duty to pay future overdrafts. If we do not authorize but still pay an item in overdraft, your transaction could be declined and we may still assess fees on your account in accordance with your account agreement and the fee schedule in effect at the time of the overdraft.

Fees

For each overdraft we pay, we will charge the standard per item overdraft fee of \$26.00 as set forth in our fee schedule. A fee may be imposed for covering overdrafts created by check, in-person withdrawal, ATM withdrawal, or other electronic means (provided you have consented or opted into overdrafts regarding ATM or one-time debit card transactions). We will notify you by mail if we pay or return any insufficient or unavailable funds items on your account; however, we have no obligation to notify you before we pay or return any item. Regardless of the number of NSF items, you will be charged for no more than six per day. Our de minimus amount is \$5.00, meaning there is no fee for items which overdraw an account up to, but not exceeding \$5.00 on any business day. The amount of any overdrafts, including our fees, are due and payable immediately. For accounts that remain overdrawn for 30 consecutive days, the overdraft privilege service will be suspended and at 60 consecutive days in overdraft the account will be closed.

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Accounts Eligible for Overdraft Privilege

Overdraft Privilege is a *discretionary* service offered by the bank. It is the obligation of the institution to operate in accordance with all 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. Overdraft Privilege is typically extended to accounts in good standing. An account in good standing exhibits, but is not limited to, the following characteristics:

- 1. Age of the account
- 2. Deposit Balances
- 3. Deposit Regularity
- 4. Previous Overdraft Activity
- 5. Account Status relating to any legal or administrative order or levy, such as bankruptcy or tax lien
- 6. Status of loan obligation with the institution

Other Overdraft Alternatives

The bank offers other overdraft alternatives in addition to Overdraft Privilege. These include (1) *Linked Account* - this provides an automatic transfer from another account of yours, such as a savings account. The cost for "Linked Account Program" is \$3.00 per transfer. This product may be established by speaking to a customer service representative. (2) *Overdraft Line of Credit* - this is a loan in the form of a line of credit, thereby requiring you to submit a loan application and to meet other certain credit requirements. Once established the loan will be available and used to automatically transfer funds to the checking account when the account goes below a zero balance. For more information on the "Overdraft Line of Credit", please see a loan officer.

Additionally, we offer online and mobile banking, each with notification options as well as telephone banking for 24 hour account balance information to assist in the management of your account. If you would like to discuss these alternatives or if you have other financial needs, please call us at 866-666-2195 or visit one of our branches.

For further help with your money management and financial education visit http://www.ftc.gov/moneymatters

Effective May 7, 2018