

A-9 Model Consent Form for Overdraft Services § 1005.17

WHAT YOU NEED TO KNOW ABOUT OVERDRAFTS AND OVERDRAFT FEES

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

1. We have standard overdraft practices that come with your account.
2. We also offer overdraft protection plans, such as a link to another account, which may be less costly than our standard overdraft practices. To learn more, ask us about these plans.

This notice explains our standard overdraft practices.

➤ **What are the standard overdraft practices that come with my account?**

We do authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number
- Automatic bill payments

We will not authorize and pay overdrafts for the following types of transactions without your consent.

- ATM transactions
- Everyday debit card transactions

We pay overdrafts at our discretion, which means we **do not guarantee** that we will always authorize and pay any type of transaction. **If we do not** authorize and pay an overdraft, your **transaction will be declined**.

➤ **What fees will I be charged if Bank of Sunset and Trust Company pays my overdraft?**

Under our standard overdraft practices:

- We will charge you a fee of up to **\$25** each time we pay an overdraft if your account is overdrawn more than \$5
- We will not charge you a fee if your account is overdrawn by \$5 or less on any given day
- **There is a limit** of \$125 per day on the total fees we can charge you for overdrawing your account

➤ **What if I want Bank of Sunset and Trust Company to authorize and pay overdrafts on my ATM and everyday debit card transactions?**

If you want us to authorize and pay overdrafts on ATM and everyday debit card transactions, call 337-662-5222 or complete the form below and present it at a branch. You can revoke your authorization for Bank of Sunset and Trust Company to pay these overdrafts at any time by any of the above methods. Your revocation must include both your name and your account number so that we can properly identify your account.

_____ **I do not** want Bank of Sunset and Trust Company to authorize and pay overdrafts on my ATM and everyday debit card transactions.

_____ **I want** Bank of Sunset and Trust Company to authorize and pay overdrafts on my ATM and everyday debit card transactions.

Printed Name: _____

Date: _____

Account Number: _____

What Else You Should Know

- A link to another account may be a less expensive option than an overdraft. A single larger overdraft will result in just one fee, as opposed to multiple smaller overdrafts. Good account management is the best way to avoid overdrafts. Use our mobile banking or Internet banking services to keep track of your balance. For additional financial education resources, please visit www.bankofsunset.com (select "Informational Links" on the right side of the webpage) or www.mymoney.gov.
- The \$25 Overdraft Item Charge that is charged if you overdraw your account more than \$5 is the less than the amount that is charged if a check is returned as unpaid. If your consumer account is overdrawn by \$5 or less, the Overdraft Item Charge is \$0. If multiple items overdraw your account on the same day, each item will be assessed an appropriate Overdraft Item Charge or an Insufficient Funds Charge of \$28. All fees and charges will be included as part of the Overdraft Privilege limit amount. Your account may become overdrawn more than the Overdraft Privilege limit amount because of a fee.
- For consumer accounts, a limit of 5 Overdraft Item Charges (\$125) and a limit of 5 Insufficient Funds Charges (\$140) per day we will charge. We will not charge an Overdraft Item Charge if a consumer account is overdrawn by \$5 or less. These exceptions do not apply to business accounts.
- This describes the posting order for purposes of determining overdrafts. Our general policy is to post items throughout the day and to post credits before debits. ATM, debit card transactions, and internet banking transactions are posted in the order in which the items are received. Paper checks are posted in serial number order. ACH debits are posted low to high. However, because of the many ways we allow you to access your account, the posting order of individual items may differ from these general policies. Holds on funds (described herein) and the order in which transactions are posted may impact the total amount of Overdraft Item Charges or Insufficient Funds Charges assessed.
- Although under payment system rules, Bank of Sunset and Trust Company may be obligated to pay some unauthorized debit card transactions, Bank of Sunset and Trust Company will not authorize debit card or ATM transactions unless there are available funds (including Overdraft Coverage Options) to cover the transactions and any fee(s).
- Giving us your consent to pay everyday debit card and ATM overdrafts on your consumer account (Extended Coverage) may result in you incurring Overdraft Item Charges for transactions that we would otherwise be required to pay without assessing an Overdraft Item Charge. However, this would allow us to authorize transactions up to the amount of your Overdraft Privilege limit and may also help you avoid overdrafts in excess of your available balance that could result in suspension of your debit card. If you consent to Extended Coverage on your consumer account, it will remain on your account until you otherwise withdraw it.
- Bank of Sunset and Trust Company authorizes and pays transactions using the available balance in your account. Bank of Sunset and Trust Company may place a hold on deposited funds in accordance with our Deposit Account Agreement and Disclosure, which will reduce the amount in your available balance. The available balance for checks, ACH items, and recurring debit card transactions is comprised of the ledger balance, less any holds on deposited funds, plus the amount of the Overdraft Privilege limit. The available balance for ATM and everyday debit card transactions on accounts with Standard Coverage is the ledger balance, less any holds on deposited funds, but does NOT include the Overdraft Privilege Limit. For accounts with Extended Coverage, the Overdraft Privilege Limit is included in the available balance for authorizing ATM and everyday debit card transactions.
- Please be aware that the Overdraft Privilege amount is not included in your available balance provided through online banking, mobile banking or Bank of Sunset and Trust Company's ATMs.
- Except as described herein, Bank of Sunset and Trust Company will not pay items if your account does not contain available funds (including the Overdraft Privilege limit) to cover the item(s) and the amount of any fee(s).
- Bank of Sunset and Trust Company may suspend your debit card if you incur overdrafts in excess of the available balance in your account, including any Overdraft Privilege limit (as described herein). Debit cards on your account will remain suspended until you make sufficient deposits so that your available balance, taking into account any Overdraft Privilege limit, is positive and then you contact us.
- Bank of Sunset and Trust Company may also suspend your debit card if your account is overdrawn more than 35 consecutive calendar days. Debit cards on your account will remain suspended until you make sufficient deposits so that your account balance is positive.
- Bank of Sunset and Trust Company may also suspend your debit card if we are unable to contact you due to an incorrect mailing address or Phone Number(s). You must contact us with your correct mailing address and/or Phone Number(s) to have your debit card reinstated.
- If your debit card is suspended, you will be unable to use your debit card for purchases or to access your account at the ATM, and if you use your debit card for recurring payments, e.g., utilities, you are responsible to make other arrangements for your recurring debit payment(s).

- An Overdraft Privilege limit of \$500 or \$600 will be granted to eligible Consumer Checking accounts opened at least 30 days in good standing.
- An Overdraft Privilege limit of \$1,000 will be granted to eligible Business Checking accounts opened at least 60 days in good standing.
- Overdraft Privilege is not a line of credit; it is a discretionary overdraft service that can be withdrawn at any time without prior notice.
- Overdraft Privilege may be discontinued if you default on any loan or other obligation to us, your account becomes subject to any legal or administrative order or levy, or if you fail to maintain your account in good standing by not bringing your account to a positive balance within 35 days for a minimum of one business day. You must bring your account balance positive for at least one business day to have Overdraft Privilege reinstated.
- Depositor and each Authorized Signatory will continue to be liable, jointly and severally, for all overdraft and fee amounts, as described in the Deposit Account Agreement and Disclosure. The total (negative) balance, including all fees and charges, is due and payable upon demand.

If you have any questions about Overdraft Protection or Overdraft Privilege, please call us at 337-662-5222 or visit a branch.