



## Courtesy Pay Disclosure

### OVERDRAFTS

**a. Payment of Overdrafts.** If, on any day, the available funds in your share or deposit account are not sufficient to pay the full amount of a check, draft, transaction, or other item, plus any applicable fee, that is posted to your account, we may return the item or pay it, as described below. The Credit Union's determination of an insufficient available account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required.

We do not have to notify you if your account does not have sufficient available funds in order to pay an item. Your account may be subject to a charge for each item regardless of whether we pay or return the item. If we offer standard overdraft services, this service allows us to authorize payment for the following types of transactions regardless of whether your share or deposit account has sufficient funds: (1) share drafts/checks and other transactions made using your checking account, except as otherwise described below; (2) automatic bill payments; (3) ACH transactions. For ATM and one-time debit card transactions, you must affirmatively consent to such coverage. Without your consent, the Credit Union may not authorize and pay an ATM or one-time debit card transaction that will result in insufficient funds in your account.

If you have established a service linking your share or deposit account with other individual or joint accounts, you authorize us to transfer funds from other another account of yours to cover an insufficient item, including transfers from a share or deposit account, an overdraft line-of-credit account, or other account you so designate. Services and fees for these transactions are shown in the document the Credit Union uses to capture your affirmative consent and the Fee Disclosure. Except as otherwise agreed in writing, if we exercise our right to use our discretion to pay such items that result in an insufficiency of funds in your account, we do not agree to pay them in the future and may discontinue coverage at any time without notice. If we pay these items or impose a fee that results in insufficient funds in your account, you agree to pay the insufficient amount, including the fee assessed by us, in accordance with our standard overdraft services or any other service you may have authorized with us, or if you do not have such protections with us, in accordance with any overdraft payment policy we have, as applicable.

**b. Order of Payments.** Checks, drafts, transactions, and other items may not be processed in the order that you make them or in the order that we receive them. We may, at our discretion, pay a check, draft, or item, and execute other transactions on your account in any order we choose. The order in which we process checks, drafts, or items, and execute other transactions on your account may affect the total amount of overdraft fees that may be charged to your account. Please contact us if you have questions about how we pay checks or drafts and process transfers and withdrawals.

### **c. Dominion Energy Credit Union Courtesy Pay Disclosure**

Courtesy Pay allows Dominion Energy Credit Union to provide a higher level of service to our members by helping to protect accounts and reputations when an inadvertent overdraft occurs. It may also prevent additional fees charged by others to process your overdrafts. The Credit Union provides the Courtesy Pay Program as an accommodation to you our member and is not obligated to do so, even when it has done so in the past. With the Courtesy Pay Program, we may pay your overdraft items up to certain limits (fees will be included in any limit amounts) on your share draft (checking) accounts, however; we reserve the right to unilaterally refuse payment of any item without advance notice to you.

The Credit Union may honor overdrafts, including share drafts, VISA Debit Card transactions, ACH items, point-of-sale (POS) transactions and other electronic means so long as you meet the eligibility. There are rules or criteria, that you must meet in order for us to provide you the Courtesy Pay Overdraft Service.

#### **You will not be eligible for the Courtesy Pay Overdraft Service if:**

- You are not a member in good standing
- You do not make sufficient regular deposits into the account every thirty (30) days
- You have not managed your account in a responsible manner
- We do not have a current valid address on file
- Your checking/share draft account has been open less than 30 days
- You are a minor
- You are subject to any legal or administrative order, garnishment or levy
- You are currently a party in a bankruptcy proceeding
- You are more than 30 days past due on any loan or other obligation to Dominion Energy Credit Union
- Your account is an organizational or non-personal account

When the Credit Union honors items, you must deposit funds immediately, but in no case more than thirty (30) days from the date of the earliest overdraft. If you fail to cover the total overdraft amount within thirty (30) days, the Credit Union may pursue all collection options available to it. The Credit Union may, but is not obligated to, transfer funds from your other accounts with us (including accounts where you are joint with other members) to cover the overdraft.

The charge for the Courtesy Pay service is described in our Fee Disclosure. The Credit Union will send you a notice for each item covered by the Courtesy Pay service. The Courtesy Pay Program does not constitute an actual or implied agreement between you and the credit union. Nor does it constitute an actual or implied obligation of or by the credit union. This service represents a purely discretionary courtesy or privilege that the credit union may provide to you from time to time and which may be withdrawn or withheld by us at any time without prior notice or reason or cause. Items will be paid in random order as we receive them.

It is important to be aware of your credit union checking account balance to avoid unwanted Courtesy Pay fees. We also reserve the right to suspend your Courtesy Pay Overdraft Service if we believe that you are not managing your account in a responsible manner, which may harm you or us. In that case, we may suspend your Courtesy Pay Overdraft Service even if you meet all criteria listed above. You agree that the Credit Union will not be held liable for either paying or refusing to pay any overdraft item.

**What if I want Dominion Energy Credit Union to authorize and pay overdrafts on my everyday debit card transactions?**

If you want us to authorize and pay overdrafts on everyday debit card transactions, call 1-800-268-6928 or 804-771-4708 during our normal business hours, visit [www.DominionEnergyCU.org](http://www.DominionEnergyCU.org), or complete the Courtesy Pay Opt-In/Out form and present it at one of our branches. The OJRP Branch is located at 701 E. Cary St., Richmond, VA or the Innsbrook Branch is located at 5000 Dominion Blvd, Glen Allen, VA, or mail to: Dominion Energy Credit Union, P O Box 26646, Richmond, VA 23219-6646.

**Opt Out:** An account may be removed from the Courtesy Pay Overdraft Service for members who do not wish to have Courtesy Pay protecting their account from overdrafts. At your request, your account can be removed from coverage of any future Courtesy Pay overdrafts. Any items clearing the account without Courtesy Pay Overdraft Service and/or sufficient funds may be returned and a Non-Sufficient Funds fee will be charged. To opt out of Courtesy Pay Overdraft Service, contact us at 1-800-268-6928 and inform us of your wish to be removed from the program, or visit [www.DominionEnergyCU.org](http://www.DominionEnergyCU.org) and complete and return the Courtesy Pay Opt Out form. You may also opt out by logging into our secure Online Banking.

*Revised 6/2017*