

# Florence Bank

## Occasional Overdraft Privilege Service Policy

Florence Bank (“we, us or our”) offers the Occasional Overdraft Privilege Service (OOPS!™). If your account qualifies for OOPS!, we will consider, without obligation on our part, paying items for which your account has insufficient funds, instead of automatically returning those items unpaid. This document explains how OOPS! operates.

### Transactions that May Qualify for OOPS!

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:

- You write a check, swipe your debit card or initiate an electronic funds transfer in an amount that exceeds the amount of funds in your account; or
- 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.

OOPS! applies to a variety of transactions, including checks and other transactions made using your checking account number, automatic bill payments, ATM transactions and everyday (one time) debit card transactions. **However for *personal checking accounts*, we will not include ATM and everyday debit card transactions within our OOPS! service without first receiving your affirmative consent to do so. For *personal checking accounts*, absent your affirmative consent, ATM and everyday debit card transactions will not be paid under OOPS!.**

Participation in OOPS! is not mandatory. You may opt-out of the service any time by notifying one of our customer service representatives. Furthermore, personal checking account owners may revoke their affirmative consent to have ATM and everyday debit card transactions considered for payment under OOPS! without removing other items from the service. Simply call us at 413-586-1300 or 800-644-8261 to inform us of your preference.

**As noted above, we retain full discretion to decline to pay any item under the OOPS! 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 and pay an overdraft, your transaction will be declined and we may assess a returned item fee on your account in accordance with your account agreement and the fee schedule in effect at the time of the overdraft.

### Transaction Clearing Information

The order in which items are paid is important if there isn’t enough money in your account to pay all of the items that are presented. Please see the *Processing Order* sections in the *Truth in Savings* disclosure for information about how we process items.

### Fees

For each overdraft transaction **equal to or greater than \$5** that we pay, we will charge the standard per item overdraft fee set forth in our Fee Schedule which is currently \$33. The maximum number of overdraft fees that we may charge your account will be limited to no more than 3 fees per business day. We will notify you by mail if we pay or return any overdraft items on your account; however, we have no obligation to notify you before we pay or return any item. The amount of any overdrafts, including our fees is due and payable immediately.

### Accounts Eligible for OOPS!

OOPS! is a discretionary service and is generally limited to an \$800 overdraft (negative) balance for eligible personal checking accounts; or a \$1,500 overdraft (negative) balance for eligible business checking accounts. Please note that per item overdraft fees count toward your OOPS! limit. We may in our sole discretion limit the number of accounts eligible for OOPS! to one account per household or per taxpayer identification number. Further, OOPS! is usually extended only to accounts in good standing. An account in good standing exhibits, but is not limited to, the following characteristics:

- The account has been open for at least thirty (30) days;
- The account has deposits totaling at least \$400 or more within each thirty (30) day qualification period;
- The account demonstrates consistent deposit activity;
- The account owner is current on all loan obligations with us; and
- The account is not subject to any legal or administrative order or levy, such as bankruptcy or tax lien.

### Overdraft Repayment

Generally accounts that remain overdrawn (negative) for 35 days or more will be suspended from the OOPS! service. Accounts that remain overdrawn (negative) for 55 consecutive days or more will be closed no later than 60 days from the date the account first became overdrawn. At the time the account is closed it will be referred to a third party for collection and reported to a consumer reporting agency.

### Other Overdraft Protection Products and Services

We offer other overdraft protection services in addition to OOPS!. These include a personal overdraft line of credit and overdraft protection linked to another account of yours with us, such as a savings account. A personal overdraft line of credit requires an application and is subject to credit approval. You may save money on the total fees you pay us for overdraft protection services by utilizing these optional services.

Overdrafts should not be used to pay ordinary or routine expenses and you should not rely on overdrafts as a means to cover these expenses. If at any time you feel you need help with your financial obligations, please contact one of our Customer Service Representatives at 413-586-1300 or 800-644-8261.