

## Overdraft Privilege

*Can Mean . . .*

- ✓ You may avoid high charges from merchants for returned checks or automatic payments.
- ✓ You may avoid the embarrassment and inconvenience of checks and automatic payments being dishonored.
- ✓ Payment of your occasional and inadvertent overdrafts up to your assigned Overdraft Privilege Limit of \$700 or \$1,000 will normally be considered. These limits include our customary fees set out in our Fee Schedule. Our fees will be added to any outstanding overdrafts you may have and will be applied against your Overdraft Privilege Limit.

If you have questions concerning the Overdraft Privilege Service please contact a Customer Service Representative at 706-743-8184.

*Contact us for  
more information.*

Crawford, Georgia  
706-743-8184

Winterville, Georgia  
706-742-2991

Athens, Georgia  
706-227-6117

[www.thecommercialbank.net](http://www.thecommercialbank.net)



Member  
**FDIC**



# OVERDRAFT PRIVILEGE SERVICE

OVERDRAFT CONSIDERATION

*EXCLUSIVELY FOR ELIGIBLE*

**COMMERCIAL BANK**

CHECKING ACCOUNT CUSTOMERS

## HAVE YOU EVER . . .

- ✓ **Had the embarrassment and expense of a check or automatic payment returned NSF?**
- ✓ **Had a check denied at checkout?**
- ✓ **Forgotten to record a deposit? A purchase? A withdrawal?**
- ✓ **Had to “guess” at what transactions a joint owner has made?**

WE CANNOT PROMISE OR GUARANTEE THESE THINGS WILL NEVER HAPPEN.

YOU DESERVE CONSIDERATION . . .

**Rather than automatically returning all unpaid insufficient funds items that you may have, we will consider, without obligation on our part, payment of your reasonable overdrafts up to your assigned Overdraft Privilege Limit.**

You do not have to apply for or sign any additional documents for this service for checks, ACH or recurring debit transactions. It is already a part of your Checking Account Agreement with us. If you want us to consider paying ATM and one time debit card transactions that would overdraw your account we need your affirmative consent to do so.

If you want us to authorize and pay overdrafts on ATM and everyday debit card transactions, visit [www.thecommercialbank.net](http://www.thecommercialbank.net) or call us at 706-743-8184.

## Overdraft Privilege Service Policy

(A Discretionary Overdraft Service)

The Commercial Bank offers our Overdraft Privilege Service. If your account qualifies for Overdraft Privilege, we will consider, without obligation on our part, paying items for which your account has insufficient or unavailable funds, instead of automatically returning those items unpaid. This document explains how Overdraft Privilege operates.

### 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 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 five 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 Service 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 Service 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 customer 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 and pay an overdraft, your transaction will be declined and we may assess NSF 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 set forth in our fee schedule (currently **\$30.00**). In addition, we will charge your account a \$30.00 fee each ten consecutive business days that your account remains overdrawn. Typically, we will start charging the overdraft fee on the second business day your account is overdrawn and will continue to charge the ten day overdraft fee for each subsequent consecutive ten business days your account remains overdrawn; there is otherwise no limit on the total amount of overdraft fees for each subsequent consecutive ten business days your account remains overdrawn. 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. The amounts of any overdrafts, including our fees, are due and payable immediately or on demand.

### Accounts Eligible for Overdraft Privilege

Overdraft Privilege is a discretionary service and is generally limited to a \$700 overdraft (negative) balance for eligible personal checking accounts; or a \$1,000 overdraft (negative) balance for eligible business checking accounts. Please note that both the overdraft fee for each item paid and the ten day overdraft fee count toward your Overdraft Privilege Limit. We may in our sole discretion limit the number of accounts eligible for Overdraft Privilege to one account per household or per taxpayer identification number. Further, Overdraft Privilege is usually extended only to accounts in good standing. An account in good standing exhibits, but is not limited to, the following characteristics:

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

We offer another overdraft protection service in addition to Overdraft Privilege. This is the traditional transfer of funds from another account that you have with us, such as a savings account. If you apply for this optional service, you may save money on the total fees you pay us for overdraft protection 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 706-743-8184.