

# WEST VIRGINIA FEDERAL CREDIT UNION

## COURTESY PAY POLICY

It is the policy of West Virginia Federal Credit Union to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards.

The Membership and Account Agreement and Truth-In-Savings Disclosure/Fee Schedule provided to you at the time you opened your account with us controls the duties, obligations and rights of you, the member and WVFCU with regard to your checking account. The Membership and Account Agreement (and all amendments thereto) and its terms shall control any possible conflict, if any, between any provision of this Courtesy Pay Policy, Membership and Account Agreement and Truth-In-Savings Disclosure/Fee Schedule. A copy of the Membership and Account Agreement and Truth-In-Savings Disclosure/Fee Schedule is available to you on request.

Courtesy Pay is not a line of credit. However, if you overdraw your account, we will have the discretion to pay the non-sufficient funds item, subject to the limit of your Courtesy Pay and the amount of the non-sufficient funds fee. WVFCU is not obligated to pay any item presented for payment if your account does not contain sufficient available funds. Any discretionary payment (or other negotiation or processing) by WVFCU of any non-sufficient funds check or other item does not obligate or create an agreement or course of dealing for WVFCU to pay any additional non-sufficient funds check or item or to provide prior notice of its decision to refuse to pay any additional non-sufficient funds check or item.

Pursuant to WVFCU's commitment to always provide you with the best level of service, now and in the future, if your account has been open for at least sixty (60) days, R 11/21/2006 and thereafter you maintain your account in good standing, which includes at least:

- A) Bringing your account balance to a positive balance within every thirty (30) day period;
- B) You are not in default on any loan or other obligation to WVFCU;
- C) You are at least 18 years old and
- C) You are not subject to any legal or administrative order or levy.

WVFCU will have the discretion to pay non-sufficient funds within the Courtesy Pay limits, but payment by WVFCU is a discretionary courtesy and not a right of the account holder or an obligation of WVFCU. Exempt employees and Officials of WVFCU are not eligible for Courtesy Pay. This privilege for checking will generally be limited to a maximum of \$500.00 negative balance. Approval is required for more than one checking account. Of course, any and all fees and charges, including the non-sufficient funds Courtesy Pay fee of \$32.00 as set forth in our fee schedule, will be included as part of this maximum amount. If for any reason your negative balance is referred to collection a \$15.00 collection fee will be assessed and is also set forth in our fee schedule.

The total of the Courtesy Pay negative balance, including any and all fees and charges, including all non-sufficient funds fees is due and payable upon demand, and Depositor and each Authorized Signatory will continue to be liable, jointly and severally, for all such amounts, as described in the Membership and Account Agreement and Truth-In-Savings Disclosure.

Again, while WVFCU will have the discretion to pay non-sufficient funds on accounts in good standing (as described above), any such payment is a discretionary courtesy, and not a right of the account holder or an obligation of WVFCU and WVFCU in its sole and absolute discretion, can cease paying non-sufficient funds at any time without prior notice of reason or cause.