

OVERDRAFT PROTECTION PLAN (A Discretionary Overdraft Service)

An overdraft or non-sufficient funds (NSF) occurs when you do not have enough money in your account to cover a transaction. Cumberland Valley National Bank & Trust Company (referred to hereafter as CVNB) is not obligated to pay any item presented for payment if your account does not contain sufficient collected funds.

Rather than automatically returning, unpaid, any non-sufficient funds items that you may have, CVNB will consider, as a discretionary service or courtesy, approving the payment of reasonable overdrafts through our Overdraft Protection Plan, if your account is “**eligible and in good standing**”.

CVNB will consider; as a discretionary courtesy or service, the payment of reasonable overdrafts, which is not and shall not be considered an obligation of CVNB, nor a right of yours, and CVNB, is not contractually agreeing to do so. CVNB reserves the right to refuse to pay any overdraft of yours at any time, even though your account is “eligible and in good standing”.

How does my account qualify as “eligible and in good standing”?

1. You are not in default on any loan obligation to Cumberland Valley National Bank.
2. You bring your account to a positive balance (not overdrawn) at least once every thirty (30) days.
3. Your account is not the subject of any legal or administrative order, garnishment, or levy.

What are the qualifications of the Overdraft Protection Plan?

1. This service is only available to eligible personal checking accounts primarily used for personal and household purposes.
2. The service is not available to Business, Money Market, Health Savings and Establish Checking accounts.
3. CVNB may limit the number of accounts eligible for the Overdraft Protection Plan to one account per household.
4. The account has been opened for at least 90 days.
5. If the account holder has chosen to opt into the Overdraft Protection Plan; however, if the account has been opened for less than 90 days, CVNB will review for eligibility after the account has been opened for 90 days, then:
 - If the account is “eligible and in good standing”, the overdraft credit limit will be added.
 - If the account is not “eligible and in good standing” the Overdraft Protection Plan will be terminated by CVNB.

What is the amount of credit that may be extended with the Overdraft Protection Plan?

This discretionary service will generally be limited to \$250.00 overdraft (negative) balance for your account.

What fees will I be charged if my account is overdrawn?*

1. A Paid Item Fee of **\$35** will be applied to overdrafts created by checks, ACH and other automatic bill payments, that are paid by CVNB.
2. A Return Item fee of **\$35** will be imposed when checks, ACH and other automatic bill payments are returned unpaid.
3. CVNB has placed a limit of **5** fees per day that we can charge you for overdrawing your account.
4. CVNB has placed a limit of **\$175** per day that we can charge you for overdrawing your account.
5. Also, if your account is overdrawn for one or more consecutive business days, CVNB will charge an additional fee of **\$1** per day each day the account is overdrawn.

*Your periodic statement will disclose the overdraft fees incurred for the statement period and year to date.

What is the amount of overdraft (negative) balance that a fee will not be imposed?

A fee will not be imposed if your account is overdrawn **\$10** or less.

What is CVNB's transaction posting order?*

CVNB will post your credits (deposit) transactions first. CVNB will post your debit transactions from the smallest to largest amount within each of the following types of payments, in the posting order listed below:

1. Telephone transfers
2. Wire transfers
3. Debit Card ATM transactions
4. Debit Card one time transactions
5. Debit Card recurring transactions
6. Online banking transfers
7. Chargebacks
8. Teller cashed checks
9. Electronic funds transfers (ACH)
10. Checks
11. Electronic Bill Pay
12. Automated Loan Payments
13. Stop payment fees
14. Chargeback fee
15. Wire transfer fee
16. Other service fees
17. Automatic funds transfers

* This posting order may affect the total amount of overdraft fees incurred. For the purpose of calculating fees, you will receive credit for your deposit(s) before CVNB posts your debit transactions.

Are overdrafts on ATM transactions and everyday debit card transactions authorized?

CVNB will not authorize and pay overdrafts for ATM transactions and everyday debit card transactions, unless you opt into this service. A separate document is provided explaining this service in detail.

How will I be notified that my account was overdrawn?

You will be notified by mail or by any other means you have authorized CVNB, such as email or Digital Banking notification, of any non-sufficient funds items after CVNB pays or return any items. The amount of any overdrafts plus CVNB's Paid Item Fee and/or Return Item Fee that you owe CVNB shall be due and payable upon demand.

I have a joint account, who is liable for overdrafts and fees incurred?

If there is an overdraft paid by CVNB on an account with more than one (1) owner on the signature card, each owner, and agent if applicable, drawing or presenting the item creating the overdraft, shall be jointly and severally liable for such overdrafts plus CVNB's Paid Item Fees and/or Return Item Fees.

Under what conditions will the bank suspend or terminate the Overdraft Protection Plan on my account?

1. CVNB will suspend or terminate the Overdraft Protection Plan on the account if your account is no longer "eligible and in good standing".
2. You will be notified by mail if the Overdraft Protection Plan has been suspended or terminated.
3. If CVNB decides to terminate the Overdraft Protection Plan Program.
4. Any state, federal or administrative law or regulation that would prohibit CVNB from offering an Overdraft Protection Program.

Under what conditions will CVNB reinstate the Overdraft Protection Plan on my account?

You may request to have the Overdraft Protection Plan reinstated by:

1. Signing the acceptance form attached and returning the form to any Cumberland Valley National Bank office or mail the form to PO Box 709 London, KY 40743-0709, Attn: Customer Service.
2. The account must be brought back to "eligible and in good standing" for a period of one (1) year in order for the Overdraft Protection Plan to be reinstated.

What if I want to opt out of the Overdraft Protection Plan?

You may opt out of the Overdraft Protection Plan at any time by signing the attached form and returning the form to any Cumberland Valley National Bank Office or mail the form to:

Cumberland Valley National Bank & Trust
PO Box 709
London, KY 40743-0709
Attn: Customer Service

OVERDRAFT PROTECTION PLAN ACCEPTANCE:

By signing below and returning this form to any Cumberland Valley National Bank office, I am stating that I **DO** wish to participate in CVNB's Overdraft Protection Plan. I agree to the fees, terms and conditions addressed in this disclosure.

Customer Signature

Account #

Date

OVERDRAFT PROTECTION PLAN DECLINED:

By signing below and returning this form to any Cumberland Valley National Bank office, I am stating that I **DO NOT** wish to participate in CVNB's Overdraft Protection Plan. The effect will be that checks, ACH, and other automatic bill payments presented against insufficient funds will be returned unpaid and a Return Item Fee will be imposed.

Customer Signature

Account #

Date

Present this form to any Cumberland Valley National Bank office or mail to:

Cumberland Valley National Bank & Trust
PO Box 709
London, KY 40743-0709
Attn: Customer Service

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 overdraft using our standard overdraft practices.

We have standard overdraft practices that come with your account.

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.
- Automated bill payments

We will not authorize and pay overdrafts for the following types of transactions unless you ask us to (see below).

- 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 Cumberland Valley National Bank pays my overdraft?

Under our standard overdraft practices:

- We will charge you a fee of up to **\$35** each time we pay an overdraft.
- Also, if your account is overdrawn for one or more consecutive business days, we will charge an additional fee of **\$1** per day each day the account is overdrawn.
- We have placed a limit of **5** fees per day that we can charge you for overdrawing your account.

What if I want Cumberland Valley National Bank 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 800-999-3126, or complete the form below and present it at a branch or mail the form to:
Cumberland Valley National Bank & Trust PO Box 709 London, KY 40743-0709 Attn: Customer Service
*subject to approval

_____ I **want** Cumberland Valley National Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions.

_____ I **do not** want Cumberland Valley National Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions.

Printed Name: _____

Account Number(s): _____

Date: _____