ABA Staff Analysis: Questions and Answers on the Overdraft Services Final Rule
June 2010

Scope of Coverage

1. **REVISED** Does the rule apply if the bank does not have an automated service for paying overdrafts but on a daily basis reviews the non-sufficient funds reports and makes the decision to pay or return for each transaction?

   The rule applies even if a bank does not have an automated program for paying overdrafts and makes decisions to pay ATM and one-time debit overdrafts on an *ad hoc* basis. There are no exceptions to the prohibition against charging an overdraft fee to a customer who has not opted in. Moreover, in its clarification of the rule announced on May 28th, 2010, the Board has deleted sections 205.17 (b)(4) and has revised the related comment 17(b)(1)(iv) to clarify that the prohibition against charging an overdraft fee for customers who do not opt-in applies to *all* institutions, whether or not the bank has a formal program. In addition, the comment explains that institutions that have a policy and practice of declining ATM and one-time debit transactions that would overdraw a customer’s account are excused from only the *notice and opt-in requirements* of the rule.

2. Does this rule impact non-sufficient fund (NSF) fees, that is, the fees imposed when an item that would overdraw the account is returned?

   No, the rule does not cover fees imposed when an item is returned. However, Congress is currently scrutinizing the amount and frequency of overdraft fees and may well turn to NSF fees if it perceives those fees are too high or frequent.

3. What about banks that have a “courtesy” overdraft program that applies to all items (checks, all debit card transactions, and ACH transactions), but whose core processor cannot allow some customers to have debit card overdrafts paid and others not? In other words, the core processor only permits the bank to provide debit card overdraft protection for all customers or for no customers. Must the bank discontinue its program?

   If the bank’s core processor does not permit it to make a debit card opt-in available on a per customer basis, the bank will probably have to discontinue the overdraft service for one-time debit card transactions. In effect, this is what banks previously did—denied authorizations if the account had insufficient funds at the time authorization was requested. However, the bank may continue to offer overdraft protection for non-debit card transactions such as ACH and check transactions.

4. Does the rule apply to all accounts, including savings, money market savings, or payroll card accounts?

   Yes. The rule applies to all accounts covered by Regulation E, including savings, money market savings, and payroll card accounts to the extent that they may be overdrawn by an ATM or one-time debit card transaction and a fee will be imposed.

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1 These questions and answers have been edited to reflect clarifications to the Regulation E rule and official commentary on overdrafts announced by the Federal Reserve on May 28, 2010.

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5. **REVISED** What about daily overdraft fees and negative balance fees? Must customers opt-in to this fee before the bank may charge it for covered debit card transactions?

The Commentary to the final rule states that any fee charged for an ATM or one-time debit card overdraft is subject to the opt-in requirement, including but not limited to a per item, per occurrence, daily, sustained overdraft, or negative balance fee (sustained overdraft fees). Moreover, in its clarification of the rule, released on May 28, 2010, the Board adopts new comment 17(b)-9 to address the treatment of sustained overdraft fees, stating that an institution may charge a sustained overdraft fee if a negative balance is attributable to “mixed” transactions—i.e., both check, ACH, or other recurring debit card transaction and ATM or one-time debit transactions—for customers who have not opted in. However, to be able to charge a sustained overdraft fee for mixed transactions, an institution must be operationally capable of determining whether the sustained negative balance is attributable solely to non-covered transactions. The comment also provides an “alternative approach” for those institutions without a deposit allocation policy or otherwise not operationally equipped to determine what is causing the continuing negative balance. In this instance, the institution may not assess sustained overdraft fees when mixed transactions have caused a continuing overdraft in an account for which a customer has not opted in.

6. What is the difference between a one-time and a recurring debit card transaction?

Recurring debit card transactions would include, for example, debit card transactions used for payment of monthly or other recurring bills. One-time debit card transactions include point-of-sale (POS) transactions, as well as the periodic payment of a bill via on-line bill pay. The rule requires that banks provide opt-in prior to imposing fees for paying ATM and one-time debit card overdrafts.

7. How will the bank know that a debit card transaction is recurring or not?

Merchants are supposed to code debit card transactions to indicate whether or not the transactions are recurring, but many do not. Accordingly, the Commentary to the regulation provides a safe harbor: banks may rely on the code supplied by merchants. Thus, if the transaction is coded as a recurring debit card transaction—even though it is a one-time debit—the bank may treat the transaction as recurring and is free to charge an overdraft fee. **However, to take advantage of this safe harbor, bank processing systems must be able to recognize this code at the point where it makes the decision to pay or reject the transaction.**

8. What if a combination of transactions (e.g., ACH transaction, check, or recurring debit card transaction) causes the overdraft and the customer has not opted in. May the bank charge a fee?

The bank may impose fees for check, ACH, and recurring debit card overdrafts. The bank may also want to review its payment order policies. If it is obligated to pay certain transactions, such as debit card transactions, it might consider paying them first so that it is not the debit card transaction that overdraws the account. However, even if the bank does not knowingly pay debit card overdrafts, they may still occur, and the bank may not charge an overdraft fee unless the customer has opted in.

9. Our bank offers overdraft lines of credit covered by Regulation Z and linked savings accounts for overdraft protection purposes. We understand that the Regulation E prohibitions on charging a fee for one time debit and ATM transactions do not apply to fees associated with overdraft lines of credit and savings account transfers. If a consumer overdraws an account over and above the credit limit or the available savings account balance, will the Reg. E

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overdraft rules and prohibition on charging a fee for one time debit and ATM transactions apply? In other words, do they have to opt in before we may charge a fee for covering the debit card overdraft?

Overdraft lines of credit and savings transfer services are not subject to the rule. (See §205.17(a) (1-3).) When consumers sign up for these products, they have an effective opt-in—but it is separate and unrelated to Regulation E’s required opt-in for overdraft services. If the consumer exceeds the credit limit, savings account balance or transfer limitations, the bank may deny the transaction, or return it and charge an NSF fee. However, any ATM or one-time debit transactions that overdraft the consumer’s account must be handled in accordance with the Reg. E prohibitions on charging a fee unless the consumer has opted in. Nothing would prevent the bank from obtaining the consumer’s opt-in in case this scenario should occur, but it does seem to be a riskier transaction for the bank. The consumer has not only exhausted his or her line of credit and any savings available, but is now looking for additional funds to cover overdrafts. This is something the bank should consider carefully before implementing.

Who gets notice

10. Does the rule apply to fees for overdrafts paid from an overdraft line of credit or by a transfer from another account such as a savings account?

No. The rule does not apply to fees related to overdraft lines of credit or services which transfer funds from another account to pay overdrafts.

11. Does the opt-in requirement apply to all customers, including existing customers, or only to new customers?

The opt-in provision applies to both new customers and existing customers. New customers may receive the notice at account opening or some other time. Existing customers must receive the written notice and unless they have opted in by August 15, 2010, the bank may not impose a fee for covered overdraft transactions after that date.

12. What is meant by the term “existing customer?”

These are customers who opened an account prior to July 1, 2010.

13. Must a bank send the opt-in notice to all of its customers or may it send it to particular categories of customers, for example only those customers that have used overdraft service in the past?

First, remember that the rule does not apply to business accounts, so these accounts should be excluded from your communication plans. Second, nothing in the rule prescribes with whom the bank communicates. It is permissible for a bank to choose to mail the opt-in notice only to customers who have used the bank’s overdraft services in the past. Bear in mind, however, that although banks may rationally choose to concentrate outreach efforts on particular groups, banks should be careful not to appear to be applying undue pressure on any customers. To do so risks unwanted media and regulatory scrutiny as well as the possibility of litigation or legislative action.

Throughout these FAQs, references to bank “customers” is intended to mean “consumers” as that term is defined by Regulation E. The rule does not apply to business accounts.

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Prohibition against conditioning the opt-in

14. May the bank condition the payment of overdrafts for checks, ACH transactions, or recurring debit card transactions on the customer opting-in to the payment of overdrafts for ATM and one-time debit card transactions?

No, the rule prohibits such an “all or nothing” choice for customers. The rule requires banks to use the same criteria for declining or paying non-covered overdrafts, such as check and ACH transactions, whether or not the customer has opted in.

The rule also prohibits banks from conditioning the payment of recurring debit card transactions on a customer opting-in to the bank’s ATM and one-time debit card overdraft program. *This means that the recurring debit card transactions of those who do not opt in, must be treated in the same way with regard to overdraft payment decisions as those of customers who do opt in.* This may present operational challenges.

15. May a bank vary payment order or hold practices based on whether a customer has opted in or not?

No. Section 205.17(b)(3) makes it very clear that banks must provide to customers who do not opt in the same “account terms, conditions, and features” that it provides to those who do opt in. Funds availability and payment order fall within those categories.

16. Is it permissible for an institution to provide an incentive for a customer to return the model opt-in form, regardless of whether the customer chooses to opt-in or opt-out of the overdraft service?

Clearly, the bank may not vary account terms, conditions, and features depending on whether the customer has opted in or not. However, the rule does not expressly prohibit incentives such as gifts. Nevertheless, banks should be cautious as incentives will invite attention and possibly lawsuits as well as new regulation or legislation.

Inadvertent payment of covered debit card overdrafts

17. If the ATM/debit card network is temporarily off-line, goes to stand-in mode, and authorizes transactions without checking account balances is the bank only allowed to charge the overdraft fees on overdrafts for customers who have opted-in?

Yes, there are no exceptions to the rule that banks may not charge overdraft fees on covered transactions unless the customer has opted-in. This includes overdrafts paid when using a stand-in processor to authorize the transaction because the card network was temporarily off-line.

18. What if there were sufficient funds when the bank authorized a debit card transaction, but there are insufficient funds when the actual transaction is presented? May the bank charge a fee?

If the customer has not opted-in, the bank may not charge a fee, even if the bank is not in a position to avoid the overdraft. The Board understood that there would be instances when this would happen. For example, it may happen if a merchant fails to obtain approval for a small dollar transaction or it may happen if a deposit is returned after the debit card transaction has been approved or paid. However, because such instances would be rare and pose limited risk and because it would be confusing to customers to be told they would not be charged debit card

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overdraft fees and then have one imposed, the final rule prohibits charging a fee in these instances unless the customer has opted in.

19. May the bank pay a covered debit card overdraft if the customer has not opted-in?

Yes. The bank may pay the covered overdraft. It simply may not charge the fee if the customer has not opted-in.

Denial Fees

20. May banks charge a "denial fee" for denied ATM withdrawals and denied POS transactions?

Although the rule does not address such fees, the Supplementary Information to the final rule discusses “declined transaction fees,” warning banks that the imposition of “such fees could raise significant fairness issues under the FTC Act, because the institution bears little, if any, risk or cost to decline authorization of an ATM or one-time debit card transaction.” That being said, banks may incur network costs associated with a request and denial. In addition, legislation has been introduced in Congress that would prohibit such fees.

Opt in notices

21. **REVISED** Are there requirements about the form and content of the opt-in notice?

Yes. The notice must be in writing and may be given electronically, if the customer agrees. The notice must be segregated from all other information and may not contain any information not specified or permitted by the rule. If an institution offers alternative ways to cover overdrafts, the notice must describe these alternatives. [See new comment 17(d)-5] The final rule includes a model opt-in notice.

22. Must the customer’s consent to opt in be in writing?

No. While the regulation specifically requires the bank to provide written notice of customers’ right to opt-in and written confirmation if they do, it does not require that the consent be in writing, although it may be. The Commentary specifically provides that reasonable methods of consent include those made by telephone. For example, if the bank has provided written notice of the opt-in and a customer calls in wanting the bank to pay the dinner bill at the restaurant, the customer may opt-in over the phone. The bank must then, however, provide written confirmation of the customer’s consent prior to charging the customer an overdraft fee.

23. **REVISED** If a customer has more than one account for which overdraft services are available, is it necessary to provide a separate opt-in notice for each account?

The rule requires a bank to provide a customer with the opportunity to affirmatively consent to overdraft services and to document his or her consent to opt-in with respect to each account. However, as new comment 17(d)-4 states, a bank may use any reasonable method to identify the account for which the consumer submits the opt in notice. Accordingly, a bank can use one notice and consent form, assuming that the notice makes it clear that the opt-in decision must be made for each account and the model consent form is modified to provide a check box clearly indicating the customer’s choice for each account. In addition, the written confirmation will need to include a confirmation for each account. Modifying the model form in this manner is permissible under the rule without losing the safe harbor.

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24. If an institution charges a maximum of five overdraft item fees per day, may the institution state only that the maximum limit of five fees will be charged per day or does the maximum dollar amount need to be stated as well?

The rule requires disclosure of the maximum fee, the maximum number of fees per day, and if there is no maximum number of fees per day, that fact. Specifically, it requires that the opt in notice state the dollar amount of any fees or charges assessed. The model form suggests the following language, “We will charge you a fee of up to $___dollars each time we pay and overdraft.” In addition, section 205.17(d)(3) requires that the notice include “The maximum number of overdraft fees or charges that may be assessed per day, or, if applicable, that there is no limit.”

25. Assume that a bank has complied with the rule and has given its customers the opt-in notice. If a customer does not elect to opt in until a year or two later—and in the interim the overdraft fee has increased—must the bank provide the customer with a new notice before the customer can consent?

Section 205.17(b) only requires that a bank provide the opt-in notice, a reasonable opportunity for the customer to affirmatively consent, and written confirmation prior to charging an overdraft fee. In addition, section 205.17(f) permits a customer to opt in “at any time.” Thus, strictly applying the rule a bank is not required to provide another notice.

However, if as in the scenario you describe a significant period of time has passed between the issuance of the notice and the customer’s decision to opt in, to avoid any challenges or complaints, it may be prudent to re-issue the notice. After all, the notice is intended to ensure that customers are fully informed about their overdraft protection options and understand what they are consenting to; re-issuing the notice will demonstrate that a customer has been given this information.

Timing of opt in notice

26. Is it permissible for a bank to begin communicating with customers early and to provide the opt-in notice before it will be operationally prepared to recognize the difference between one-time and recurring debits?

Banks may send the notice early, even if they are not yet operationally ready, but there are some risks that must be considered.

There is nothing in the regulation or the commentary that says that a bank may not send the opt-in notice before the bank is operationally able to handle a customer’s choice to decline debit card overdrafts as long as it is very clear that the service and choice will not be effective until the designated date. Section 205.17(c) provides that for existing accounts, the bank may not assess a fee for covered debit card overdrafts unless the bank has complied with the requirements and the customer has opted-in. The commentary to that section states that the bank may obtain the consumer’s affirmative consent—that is opt-in—prior to July 1, 2010, as long as the bank has complied with the requirements (provided written opt-in notice, opportunity to opt-in, etc.) Neither the regulation nor the commentary addresses the question of effecting an “opt-out” decision.

That being said, the Supplementary Information states that if a notice is sent early and the customer responds by declining the service, the Federal Reserve Board staff would “expect” a bank to honor that choice not to opt-in. While we do not believe such a gratuitous statement that

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was not actually incorporated into the regulation or commentary requires such a customer response to be immediately implemented before the regulatory deadlines and requirements in the rule, it may open the door to litigation risk. In addition, there may be customer relations issues for those banks with customers who wish to opt out before the bank is able to do so. Thus, banks that choose to send notices before they are operationally ready to permit customers to opt out should state clearly in the notice and consent form (and the written confirmation), the date when the opt-in choice will be effective. They might also delete the opt-out choice from the notice. This may minimize the incidence of customers asking to opt-out before a bank is operationally capable of implementation. The bank might also want to be prepared to respond to any customers seeking to opt out; front line employees should be prepared to explain that at the current time, due to operational limitations the bank can only honor the request by refusing to pay all overdraft transactions and that the bank will do so until system limitations are overcome.

Letters accompanying the opt in notice

27. **REVISED** Does a letter sent with the model notice—a letter that explains why the bank is communicating with the customer and further explains the bank’s overdraft options—be considered “promotion” of our overdraft program, triggering additional Reg DD disclosure requirements?

It depends. Section 230.11(b)(1) provides that advertisements promoting the payment of overdrafts must also disclose certain other information such as the overdraft fees. For purpose of this section, “advertisement” means a “commercial message, appearing in any medium that promotes directly or indirectly the terms of or a deposit in, a new or existing account.”

Thus, if the letter is promoting the overdraft service and providing details, it will trigger additional disclosures. However, Section 230.11(b)(2) provides exceptions to the disclosure rule, including:

- (vii) disclosures required by federal or other applicable law;
- (xi) informational or educational materials concerning the payment of overdrafts if the materials do not specifically describe the institution’s overdraft service and
- (xii) an opt-out or opt-in notice regarding the institution’s payment of overdrafts or provisions of discretionary overdraft services.”

Thus, the opt-in notice itself does not trigger additional disclosures. In addition, if the letter is merely informational in tone and doesn’t describe the specifics of the bank’s overdraft service, it will not trigger additional disclosures. Note; in the supplementary materials accompanying the Board’s May 28th clarifications, the Board addressed the marketing of opt-ins, reminding banks that to the extent that “additional materials promote the payment of overdrafts under Regulation DD, they may be subject to additional disclosure requirements under 12 CFR §230.11(b)” However, the Board did not provide additional discussion or guidance as to what would constitute “promotion.”

Model consent form

28. **REVISED** Does the line “I do not want [Institution Name] to authorize and pay overdrafts on my ATM and everyday debit card transactions” have to be included on the model consent form?

No. As explained by Federal Reserve Board staff during ABA’s telephone briefing on the overdraft regulation, the opt-out option was included only because consumer testing showed that some consumers want to be able to check a box to indicate their choice to decline to opt-in. It is

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not a required element of the notice and indeed may confuse some customers into thinking that they must return the notice if they don’t want the service. [See new comment 17(d)-3]

Joint accounts

29. For joint accounts, is it necessary to obtain affirmative consent from all of the account holders?

No. If one account holder opts-in, the bank may honor the request and pay all covered debit card overdrafts for the account and impose a fee.

30. What happens when one joint account holder opts in and the other opts out?

The last communication from one of the account holders governs.

Revocation

31. Under the rule, customers must be allowed to revoke their consent at any time in the manner made available to the same consumer for providing consent. Does that mean if a customer opens an account online the bank must have a method immediately available to allow the customer to revoke it electronically?

The regulation provides that a bank must provide a means for a consumer “to revoke consent at any time in the manner made available to the consumer for providing consent.” However, the words “at any time” should not be read too literally. It seems unlikely that the Board intended to require banks that permit accounts to be opened online to provide the opportunity to opt-in and then immediately follow that with an on-line opportunity to opt-out. In fact, that would unnecessarily confuse consumers—a result the Board was working hard to avoid. The intent of the language quoted was to ensure that banks make it just as convenient for a customer to revoke consent as they make it for a customer to opt-in.

32. If a bank allows customers to opt in over the phone or through internet banking between now and August 15th, must it also be able to let them revoke the opt-in through the same channels?

Section 205.17(f) states: “A consumer may also revoke consent at any time in the manner made available to the consumer for providing consent. A financial institution must implement a consumer’s revocation of consent as soon as reasonably practicable.” Thus, the bank cannot offer the right to opt in through multiple channels, but not permit revocation through the same channels. The means of revocation must be as available and easy as the means of opting in.

33. If a customer that previously opted in to overdraft services for ATM and one-time debit card transactions later expresses a wish to opt-out of the service, does the customer need to make the revocation in writing?

No, section 205.17(f) states that a bank must allow revocation in the same manner made available to the consumer for providing consent. So, if a bank allows customers to opt in by telephone or electronically, it must accept a revocation the same manner and cannot require a written revocation.

34. May customers opt-in and out at their convenience and discretion?

Yes, the rule requires banks to provide a continuing right to opt-in or out at any time in the manner described in the opt-in notice. The rule also states that a bank must implement the

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consumer’s revocation “as soon as reasonably practicable” after receiving the request. However, revocation does not require the bank to waive or reverse fees assessed prior to receipt of the revocation request.

35. Do banks have to disclose the “privilege” amount?

The rule does not address disclosure of “privilege” amounts. However, when disclosing ATM balances, including the “privilege” amount as part of an undifferentiated available balance has been considered as unfair or deceptive by the banking agencies.

Electronic communications

36. The rule permits banks to send the opt-in notice and written confirmation electronically, if the customer agrees to electronic delivery, but how should a bank document that a customer has agreed to electronic delivery?

How the bank obtains the customer’s consent to receive the notice and confirmation electronically is basically up to the bank. Footnote 32 to the Supplementary Information states that disclosures made under this rule do not have to comply with the E-SIGN Act, but using the bank’s E-SIGN procedures is one option. Another option is to add a check-box on the consent notice indicating that the customer agrees to electronic delivery.

Confirmation requirement

37. REVISIRED Assume a bank’s system is set to generate a written confirmation the same day that it receives notice of a customer’s decision to opt-in. However, depending on the time of day that a customer opts in, the confirmation notice may not be able to be mailed until the next day. When may the bank charge an overdraft fee?

The Board addressed this timing issue in its clarifications announced on May 28, 2010. Basically, the rule says that the bank may not impose a fee for a covered transaction unless three things occur:

- The written opt-in notice has been provided (it may be provided any time prior to the fee and must be provided only once).
- The consumer has consented (which may be orally), and
- The bank has “provided” written confirmation.

The Board’s May 28th clarification states that a bank may not charge a fee until it has mailed or delivered the confirmation; however, it does not have to wait for the customer to receive it as there is no way for a bank to know when someone receives mail. In addition, the Board expressly states its concern about possible circumvention of the fee prohibition by institutions that might pay a transaction into overdraft before the confirmation has been sent and then wait to assess a fee. As a result, new comment 17(b)-7 states that fees may be assessed only on transactions paid on or after the confirmation has been mailed or delivered.

Finally, addressing concerns about operational and litigation risk related to tracking compliance with the opt-in requirements, in its supplementary materials, the Board states that an institution that adopts and follows reasonable procedures designed to ensure the written confirmation is mailed or delivered before the fees are assessed “complies with the rule even if on rare occasion,
notwithstanding such procedures, it assesses a fee before the confirmation is mailed or delivered."

Thus, depending on a bank's process, a bank could receive an oral opt-in request, (assuming the opt-in notice has been sent), send the confirmation immediately by email or regular mail, and immediately thereafter approve an overdraft transaction and impose a fee. However, if the mail doesn't go out until the next day, the bank would have to wait until the mail has been sent before imposing a fee. This would mean that if a customer calls to opt in—say he or she has just finished a meal at a restaurant and doesn't want to do dishes—the bank would have the choice to: (1) send the confirmation electronically and then approve the transaction; (2) approve the transaction, but forego the fee for this transaction; or (3) not approve the transaction.

ATM notices

38. Some banks allow customers to overdraft at the ATM. Customers may receive a warning on the ATM screen that proceeding with the transaction will cause an overdraft and an overdraft fee. If the customer has opted-in, must the bank disclose the amount of the fee on the ATM?

Federal regulations, including recently amended Regulation E, do not require such a notice on ATMs. However, in the 2005 Interagency Guidance on Overdraft Protection Programs, the federal banking agencies suggested that providing such a notice would be a best practice. The Guidance provides:

When consumers attempt to withdraw or transfer funds made available through an overdraft protection program, [banks should] provide a specific consumer notice, where feasible, that completing the withdrawal may trigger the overdraft fees (for example, it presently may be feasible at a branch teller window). This notice should be presented in a manner that permits consumers to cancel the attempted withdrawal or transfer after receiving the notice. If this is not feasible, then [banks should] post notices (e.g., on proprietary ATMs) explaining that transactions may be approved that overdraw the account and fees may be incurred.


39. Does the final rule permit customers to opt-in at an ATM?

Nothing in the rule prohibits a bank from permitting a customer to opt in at the ATM, assuming that the bank complies with all of the requirements of the rule. That is, the customer must be provided with the model opt-in notice, be given a reasonable opportunity to opt-in, and be given a written confirmation of the opt-in decision. Some of these may present operational hurdles. In addition, while the opt in notice may be provided beforehand, the ATM would have to permit the customer to consent—and revoke that consent. Next, the ATM would need to communicate this decision to the core processing system. Finally, there must be a means to provide written confirmation of the opt-in decision before the fee is charged. The confirmation could, for example, be provided on an ATM receipt or be provided by e-mail or by text message, which may also pose operational issues. The alternative is not to charge for that overdraft transaction.
Record Retention

40. Are there any specific record retention requirements for opt-in/out notices?

The bank must follow the record retention requirements of Reg E. § 205.13(b), which states: “Any person subject to the act … shall retain evidence of compliance with the requirements imposed by the act … for a period of not less than two years from the date disclosures are required to be made or action is required to be taken. The Official Staff Commentary to Section 205.13(b) clarifies that “A financial institution need not retain records that it has given disclosures and documentation to each consumer; it need only retain evidence demonstrating that its procedures reasonably ensure the consumers’ receipt of required disclosures and documentation.”

Questions? Contact Leslie Callaway or Virginia O’Neill for more information.