



### Overdraft Transfer Protection and Courtesy Pay Services

Fibre Federal Credit Union and TLC offer the following services to protect your checking account(s) from inadvertent overdrafts: (1) Overdraft Transfer Protection, (2) Courtesy Pay, and (3) Debit Card Courtesy Pay under the following terms and conditions.

**Overdraft Liability.** If on any day, the available funds in your checking account are not sufficient to cover checks, ACH transactions, ATM/Debit Card transactions and other items presented for payment they will be handled in accordance with our overdraft procedure, or a Checking Protection plan you have with us. The Credit Union's determination of an insufficient account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required. The Credit Union has no duty to notify you of an insufficient fund status. Your account will then be subject to a fee for the item\* whether paid or returned as set forth in the Fee Schedule, except as otherwise agreed in writing. The Credit Union, by covering one or any overdraft, does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. If the Credit Union pays an item/transaction that would otherwise overdraw your account, you agree to pay the overdraft amount immediately. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payer bank extra time beyond any midnight deadline limits. We reserve the right to pay any checks or items in the order they are presented or received and in accordance with our normal operating procedures for such check, items, or transactions. The order in which we receive items may be different than the order in which you performed transactions or issued the items. Checks that we receive in the same batch are paid in draft number order.

\*Per item fee applies each time an item is presented for payment.

**Available Balance.** Your actual balance is the amount of funds in the account at a point in time based on transactions that have posted to the account at that time. Your available balance is the amount of funds in the account that are available to pay items presented against the account without incurring an overdraft, nonsufficient funds or courtesy pay fee or transferring funds from another account. The available balance is generally equal to the actual balance, less the amount of any holds placed on recent deposits, holds placed for other reasons, and holds for pending transactions (such as Debit Card purchases) that the Credit Union has authorized but that have not yet posted to your account. If an item presented for payment against your account exceeds the available balance, we will treat it as presented against nonsufficient funds even if the actual balance exceeds the amount of the item.

#### Overdraft Service Options:

1. **Overdraft Transfer Protection.** This service covers overdrafts where you have authorized us to transfer available funds from accounts you have identified as overdraft transfer protection sources.

Overdraft Transfer Protection will apply for Debit Card transactions, checks that are presented to us for payment via the Federal Reserve check routing system, Automated Clearing House payments, ATM withdrawals, Debit Card purchases and other transactions that may be tied to this service in the future. We will honor items presented for payment when there are insufficient funds in your designated checking account and can transfer the necessary available funds from a deposit or loan account of yours to your checking account in accordance with the overdraft procedures or the Checking Protection Plan you have with us. We will transfer overdraft transfer protection funds in \$100 increments or the available balance of account, whichever is less. Transfers from a deposit account will be governed by this Agreement. Transfers from a loan account will be governed by

the applicable loan agreement. The Credit Union reserves the right to offer this service at the inception of the checking account opening or later for qualifying members/accounts.

There are no fees assessed when Overdraft Transfer Protection Service is utilized.

2. **Courtesy Pay.** The Credit Union offers Courtesy Pay to all eligible consumer and business checking account owners. Courtesy Pay will be provided automatically once your eligible checking account has been open for 90 days and will continue if eligibility status is maintained. Courtesy Pay is not a line of credit, is not guaranteed, and is independent of any other payment arrangement we may offer. Generally, we will not pay an overdraft for you more than any limit established for your checking account type.
  - i. **Eligibility.** To be eligible for Courtesy Pay, you must be at least 18 years old, your eligible checking account must be open for 90 days, and you must make a deposit to your account at least once each month. You must not have previously caused the credit union a loss, and your account must not be subject to any legal or administrative order or levy. You may not be past due more than 20 days on any loan on which you are a borrower or co-borrower. Your checking account balance may not be negative for more than 20 days.
  - ii. **Transactions Covered by Courtesy Pay.** Courtesy Pay applies to the following types of transactions:
    1. Checks or drafts you write or authorize.
    2. ACH transfers and bill payment transactions.
    3. Recurring Debit Card transactions (e.g. insurance payment, gym membership)
3. **Debit Card Courtesy Pay Enrollment. You will not receive Courtesy Pay on your ATM withdrawals and everyday Debit Card transactions (Point of Sale) unless you enroll.** If you are an Online Banking user, select the Debit Courtesy Pay widget to enroll yourself in seconds. You may also visit a financial service center or give us a call at 800-205-7872.
4. **Limit and Balance Information.** Under our Courtesy Pay, we may pay overdrafts up to a limit (“limit”) if you are otherwise eligible for Courtesy Pay. The limit varies based on several factors, which are reviewed daily. We will tell you the limit that applies to your account if you are eligible. The Credit Union’s fees and charges, plus the amount of each paid check or item will be included in this limit. This overdraft balance will not be included or reflected in your actual or “available balance” of your account provided by a teller, at ATM or POS facilities, through online services or on your periodic statements.

#### **Other Information:**

**Member Repayment Responsibility.** You agree your overdraft balance, including applicable overdraft fees, is due and payable upon demand. If there is more than one owner on an account, all owners are jointly and severally liable for repayment of the overdraft balance. Failure to repay the overdraft within a reasonable number of days after notice from us, we may immediately suspend Courtesy Pay. Accounts may be closed for failure to repay the overdraft within a reasonable number of days after notice from us, we may immediately suspend Courtesy Pay. Accounts may be closed for failure to repay overdraft balances and we will report account closures to consumer reporting agencies.

**Member Opt-Out Right.** We offer Overdraft Transfer Protection, Courtesy Pay and Debit Card Courtesy Pay Enrollment as a service and convenience to members for incidental overdrafts. We do not encourage you to repeatedly overdraw your account. We encourage you to manage your finances responsibly. You may opt out of these services at any time by notifying us. You understand that by opting out of this service, we may refuse to pay any check or item that is presented against an insufficient balance on your checking account, and you will be responsible for any Courtesy Pay, NSF or Overdraft fees. You are still responsible to pay any overdraft, even if you have opted out of the service.

**Discretionary Pay Services.** For all overdraft services, we are not obligated to pay any check or item presented for payment if your account does not contain sufficient available funds. The Credit Union may, as a discretionary service and not as a right of yours or our obligation to you, pay overdrafts up to a specified limit as set forth under the terms of this service and subject to your Membership and Account Agreement. Also, we may refuse to pay an overdraft for you at any time, even if we have previously paid overdrafts for you. We have no obligation to notify you before we pay or return any item. The Credit Union reserves the right to offer Discretionary Pay services at the inception of the checking account opening or later for qualifying member/accounts. This overdraft service is not a line of credit, is not guaranteed and is independent of any other Checking Protection arrangement we may offer. Generally, we will not pay an overdraft for you more than any limit we have established for your account type.

**Fees.** Courtesy Pay, NSF or overdraft fees are \$30 per item. \* The fee applies whether the item is paid or returned and there is no limit on the number of fees incurred in any one day. These fees may be amended as set forth in our Fee Schedule.

There is no fee for using the Overdraft Transfer Protection Service.

\*Per item/transaction fee applies each time an item is presented for payment.

**Credit Union Contact.** For questions or to enroll for Courtesy Pay on your ATM and everyday Debit Card transactions, or to exercise your opt-out right from Overdraft Transfer Protection, Courtesy Pay, Debit Card Courtesy Pay or Discretionary Pay Services you may call us at: 800-205-7872 or write Fibre Federal Credit Union, PO Box 1234 Longview, WA 98632.

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