

# **Overdraft Plans & Courtesy Pay Disclosure**

Revised March 2018

When it comes to financial empowerment, it's critically important to ensure you are managing your deposit accounts in a responsible manner and, within reason, never intentionally overdraw your accounts. However, Point West Credit Union realizes that financial shortfalls do happen from time to time – which is why we have a variety of options available that may help you in those hopefully rare situations. As a benefit to qualifying members, we offer these useful services to cover eligible items in the event that you inadvertently overdraw your checking account.

### **Overdraft Plan Options**

**Transfer from Another Account**. If you have another account with us, you can authorize us to transfer funds from a specified account to cover your overdraft. You are limited to six (6) transfers per month, and you may incur a fee for this service (please see our Fee Schedule for a complete list of current fees).

Line of Credit. If you have a line of credit from us, you may use it to cover overdrafts from your checking account. To receive a line of credit, you will need to complete an application and approval will be based on your credit worthiness and your ability to repay. You may incur a fee for this service (please see our Fee Schedule for a complete list of current fees).

Courtesy Pay. Courtesy Pay is a service we may add to your checking account to cover inadvertent overdrafts, subject to the eligibility criteria outlined in this document. With Courtesy Pay, we will generally pay your overdraft items up to an aggregate total of \$500; however, whether your overdrafts are paid by us is discretionary and reserve the right to not pay on any item at any time. For example, we typically do not pay overdrafts if your account is not in good standing, or if you are not making regular deposits, or you have too many overdrafts. You will be charged a fee based on our Fee Schedule for every item presented (please see our Fee Schedule for a complete list of current fees). When more than one overdraft item is presented and paid, multiple fees may be charged. Both the amount of the overdraft items and all applicable fees, including by not limited to Courtesy Pay fees, are included in this limit. All deposits to overdrawn accounts will be applied to the unpaid, negative balance.

## **Courtesy Pay Eligibility**

No application for Courtesy Pay is required – eligibility is at the sole discretion of Point West Credit Union and is based on you managing your membership and accounts in a responsible manner. Courtesy Pay may not be available to you, or may be suspended or permanently removed, based on the following criteria:

- You do not bring your account to a positive balance within fifteen (15) days of becoming overdrawn.
- You have an account that has been opened for less than 180 days.
- You do not have an eligible account type.
- You are more than nine (9) days delinquent on any Point West Credit Union loan or any other credit union obligation.
- You have not made an aggregate (gross) of \$2,500 in deposits to an eligible account.
- You are subject to any legal or administrative orders, levy, garnishments or are currently a party to a bankruptcy proceeding.
- Your account is being reviewed for fraudulent activity or transactions.
- You are not at least 18 years old.
- You have an unpaid ChexSystems record or other negative deposit account indicator.
- Your account is classified as inactive.
- You have an unresolved prior loss with Point West Credit Union.

- You do not have a valid address on file with Point West Credit Union.
- At the credit union's discretion, you are not managing your account in a responsible manner, thereby putting yourself and Point West Credit Union at risk of harm.

### **Eligible Courtesy Pay Transactions**

For qualified accounts, Courtesy Pay will apply to checks, ACH transactions, preauthorized automatic transfers and Online Bill Pay transactions. Courtesy will NOT cover ATM or every debit card transactions UNLESS you authorize Point West to do so by providing a signed Reg E Opt In Form to the credit union. Completed Reg E Opt In Forms can be sent to <a href="mailto:contact@pointwestcu.com">contact@pointwestcu.com</a> or to Point West Credit Union, PO Box 11999, Portland, OR 97211.

### **Courtesy Pay Opt Out**

If you do not wish to participate in Courtesy Pay, simply contact Point West and we can remove this service from your account. By opting out of Courtesy Pay, please remember that all overdraft items will be returned should there be insufficient funds. You will be charged any applicable Non-Sufficient Funds (NSF) or Returned Item fees for each presented item (please see our Fee Schedule for a complete list of current fees).

NOTE: Please be aware that holds placed on your account for pending electronic transactions, such as hotel or rental car deposits, reduce your available balance and may cause your account to become overdrawn.

#### **Financial Education**

As a not-for-profit financial cooperative dedicated to the financial empowerment of all of its members, Point West Credit believes that access to financial education helps consumers make informed decisions. Heightened awareness of personal fiscal responsibility helps everyone better understand the benefits of responsible money management, understanding the credit process, and the availability of help should any problems occur.

Point West Credit Union has partnered with BALANCE to provide a robust set of educational tools, resources and support to its members. Learn more and get started today at <a href="https://www.pointwestcu.com">www.pointwestcu.com</a> or by calling toll-free 888.456.2227.

Additionally, the federal government has provided additional tools and resources at <a href="www.mymoney.gov">www.mymoney.gov</a>, including information on financial literacy, educational programs, grants and more. To request a personal financial toolkit, call 888.696.6639.

## Legalese & Additional Disclosures

Account Agreement. Your Membership & Account Agreement describes the duties, obligations and rights of depositors, authorized signatories and the Credit Union with regard to your deposit accounts. That account agreement is incorporated herein for all purposes as if it were set forth verbatim as to matters not directly address by this disclosure.

Waiver. The Credit Union's forbearance from, or delay in, exercising an of the Credit Union's rights, remedies or privileges, or right to insist on your strict performance of any provides of your Membership & Account Agreement, this disclosure, or any other provision related to your account, shall not be construed to be a current or future waiver of the Credit Union's rights, remedies or privileges.

Remedy. You and Point West Credit Union agree that the exclusive remedy and forum for all disputes arising out of the Courtesy Pay program, or your or the Credit Union's performance thereunder, except for matters you or the Credit Union take to small claims court, is arbitration by an independent arbitrator pursuant to the applicable rules of the American Arbitration Association, except as prohibited by law.