As a benefit of your relationship with us, the AFL-CIO EFCU would like to give you an option to opt in to additional overdraft coverage under the Credit Union's Courtesy Pay (Overdraft Protection) program. You should also consider our Overdraft Line of Credit program to provide overdraft protection. [Go to the Overdraft Line of Credit application on the 'Applications & Forms' page at <a href="www.aflcioefcu.org">www.aflcioefcu.org</a>]

Courtesy Pay is a service provided to help you, should an overdraft occur. Choosing to opt in will allow the Credit Union to cover your overdrafts for ATM and everyday debit card transactions up to a certain dollar amount, thereby saving you the embarrassment and inconvenience of a returned or declined item, as well as the fee normally charged to you by merchants for items returned to them. The amount of the Courtesy Pay is not shown in your available balance, but may be available to you for ATM cash withdrawals, checks, telephone and Internet Banking, and ACH transactions, and when you use your debit card for purchases at retail merchants. Your account will be charged an overdraft fee of \$32 [Refer to the Fee Disclosure on the web site at <a href="https://www.aflcioefcu.org">www.aflcioefcu.org</a>] for handling each item, which is the same fee that the Credit Union charges for items drawn against insufficient funds and returned to the payee. If multiple items are presented against your account on the same day, each item will be assessed the appropriate fee. If an item is presented for payment more than once, in any given time period, the fee may be assessed for each presentation. If your account balance remains overdrawn for longer than 30 days, the Courtesy Pay will generally be revoked. If your account balance remains overdrawn for longer than 45 days, the account will be sent to collections. Without the need for you to opt in, AFL-CIO EFCU does authorize and pay overdrafts for the following types of transactions at the Credit Union's discretion:

- Checks and other transactions made using your checking account number
- Automatic bill payments

Please refer to the fee schedule to determine the amount of the standard overdraft fee charged per item.

#### AN INSUFFICIENT BALANCE:

Can result from several events, such as-

- (1) the payment of checks, electronic funds transfers or other withdrawal requests;
- (2) payments authorized by you;
- (3) the return of unpaid items deposited by you;
- (4) credit union service charges; or
- (5) the deposit of items which, according to the credit union's Funds Availability Policy, are treated as not yet available or finally paid.

We are not obligated to pay any item presented for payment if your account does not contain sufficient funds. However, if you maintain your account in good standing, we may approve your overdrafts within your current available Overdraft Protection limit as a non-contractual courtesy.

Authorizations and payments are based on the available balance at the time the transaction is authorized, and such funds will be held until the transaction is presented for payment. The "available balance" is defined as your current balance less any outstanding holds or authorized debits that have not yet posted to your account.

#### ACCOUNT IN GOOD STANDING:

Your account is considered in good standing if you-

- (1) demonstrate responsible account management—such as making regular deposits to bring your account to a positive balance at least once every 30 days (including the payment of all credit union fees and charges);
- (2) avoid excessive overdrafts suggesting the use of Overdraft Protection as a continuing line of credit, and
- (3) there are no legal orders, levies or liens against your account. In addition, based upon our review of your account management, if we determine you may be using Overdraft Protection as a regular line of credit by creating excessive overdrafts, we may suspend the privilege without any prior notice.

In the normal course of business, we generally pay electronic transactions first and then checks in the lowest to highest amount order, per the credit union's policy. We reserve the right to change the order of payment without notice to you if we suspect fraud or possible illegal activity affecting your account. Also, please be aware that the order of item payment may create multiple overdrafts during a single banking day for which you will be charged our standard NSF fee of \$32 for each overdraft (paid or returned).

You may <u>OPT-OUT</u> (in writing) of the privilege at any time, but you are responsible for any overdrawn balances at the time of opting out.

Normally, we will not approve an overdraft for you in excess of the predetermined amount assigned to your account type. So as not to exceed your limit, please note that the amount of the overdraft **PLUS** the credit union's standard NSF fee of \$32 (per item) will be deducted from the overdraft limit. We may refuse to pay an overdraft for you at any time even though we may have previously paid overdrafts for you. The amount of any overdraft **PLUS** our standard NSF fee of \$32 that you owe us shall be due and payable upon demand. If there is an overdraft paid by us on an account with more than one owner on the signature card, each owner and agent, if applicable, drawing/presenting the item creating the overdraft, shall be jointly and severally liable for such overdraft **PLUS** our standard NSF fee of \$32.

Overdraft Protection should not be viewed as an encouragement to overdraw your account. As always, we encourage you to manage your finances responsibly. If you would like to have this service removed from your account, please call (301) 683-2800 or go to <a href="www.aflcioefcu.org">www.aflcioefcu.org</a> to 'Contact Us' and forward the request through <a href="cuonline@aflcioefcu.org">cuonline@aflcioefcu.org</a>.

Please note that your Overdraft Protection limit will not be reflected in your balance provided by a teller, at the ATM or through the AFL-CIO EFCU Mobicint (Online/Internet Banking, Mobile Banking, or AMIE, our 24-hour telephone banking service.

# FRESH START LOANS:

The credit union offers a "Fresh Start Loan Program." The following loan products are offered under this loan program; Member Advantage, Member Advantage Plus, and Pay Saver. The credit union does not pull credit bureau reports on these loan requests therefore making them more risky. Members who enter into a loan agreement under one of these loan products will have their Courtesy Pay suspended until the loan has been paid-in-full.

#### LIMITATIONS:

Overdraft Protection is a non-contractual courtesy that is available to individually/jointly owned accounts in good standing for personal or household use. Only one checking account per member account number may have Overdraft Protection. You must give us a minimum of 2 days' notice to switch your Overdraft Protection to another checking account under your member number.

# **OVERDRAFT PROTECTION FAQs:**

#### What is Overdraft Protection?

Overdraft Protection is an overdraft service.

#### How does Overdraft Protection work?

As long as you maintain your account in good standing, AFL-CIO EFCU may approve your overdrafts within your current available Overdraft Protection limit. Whether your overdraft will be paid is discretionary and we reserve the right not to pay. For example, we typically do not pay overdrafts if your account is not in good standing. Your account is in good standing if you (1) demonstrate responsible account management—such as making regular deposits to bring your account to a positive balance at least once every 30 days (including the payment of all credit union fees and charges); (2) avoid excessive overdrafts suggesting the use of Overdraft Protection as a continuing line of credit, and (3) there are no legal orders, levies or liens against your account. Please note that the amount of the overdraft plus our standard NSF fee of \$32 for each item will be deducted from your Overdraft Protection limit. No interest will be charged on the balance.

# How do I know when I use Overdraft Protection?

To help you manage your account, the total fees you have paid for NSF items (both paid and returned) during the current month and for the year-to-date, will be reflected on your monthly checking statement. For a more up-to-date notice of access, you can view activity using Mobicint (AFL-CIO Online/Internet Banking), Mobile Banking, and/or set up alerts. Please sign onto Mobicint/Mobile Banking to view alert settings under the Settings tab. You will need to subtract the total fees when balancing your checkbook.

# What is my Overdraft Protection limit?

Overdraft protection is based on the amount of the direct deposit you have coming into your checking account with the AFL-CIO EFCU; make note of the corresponding limit.

# I have two checking accounts. Can I get Overdraft Protection on both?

No, only one checking account per account number may have Overdraft Protection. You must give us a minimum of 2 days' notice to switch your Overdraft Protection to another checking account under your member number.

# What if I go beyond my Overdraft Protection limit?

Overdrafts above and beyond your established Overdraft Protection limit may result in a check or checks being returned to the payee. The standard NSF fee of \$32 will be charged per item and assessed to your account.

# How quickly must I repay my Overdraft Protection?

You should make every attempt to bring your account to a positive balance as soon as possible and must do so within 30 days. If you are not able to bring your account to a positive balance within 30 days, you will receive a letter from the AFL-CIO EFCU informing you of the situation and your options. If, thereafter, your account has not been brought to a positive balance, we may suspend your account and take other steps to recover the funds.

#### What does my Overdraft Protection cost?

There is no additional cost associated with this privilege unless you use it. Each time the privilege is used by a check, ACH, Automatic bill payment, ATM or debit card transaction paid under the limit you will be charged our standard NSF fee of \$32. (For example, three paid items in one day will result in \$96 in NSF fees.) To

help you manage your account, the total fees you have paid for NSF items (both paid and returned) during the current month and for the year-to-date, will be reflected on your monthly checking statement.

# What are some of the ways I can access my Overdraft Protection limit? Will my limit be reflected in the balance I receive?

The charts below show the different ways you can access your Overdraft Protection limit under this agreement depending on the access you OPT-IN for. At no time will your account balance ever reflect this limit.

Authorizations and payments are based on the available balance at the time the transaction is authorized, and such funds will be held until the transaction is presented for payment. The "available balance" is defined as your current balance less any outstanding holds or authorized debits that have not yet posted to your account.

# For Checks and other transactions made using your checking account number and Automatic bill payments

Access Points	Is My Overdraft Protection Limit Available?
Writing A Check	Yes – automatically after 35 days
ACH-Auto Debit	Yes – automatically after 35 days

# You must OPT-IN to receive coverage For ATM and one-time debit card transactions

Access Points	Is My Overdraft Protection Limit Available?
Check Card – ATM, Signature and Point of	Yes with OPT-IN
Sale	

#### How soon can I use my Overdraft Protection?

Overdraft Protection will be made available 35 days after your checking account has been opened and maintained in good standing.

# What are some other ways I can cover overdrafts at AFL-CIO EFCU?

The best way to avoid overdrafts and bounced check fees is to manage your account so you don't overdraw it

However, if a mistake occurs, AFL-CIO EFCU offers additional ways to cover overdrafts in addition to Overdraft Protection.

Ways to cover overdrafts	Associated Fees
Good account management	\$0
Overdraft Line of Credit	See website for current APRs
Link to share account	\$0 (up to six transfers allowed per month)
Overdraft Protection	\$32 per overdraft

### What if I do not want to have Overdraft Protection on my checking account?

Overdraft Protection costs you nothing unless you use it. However, if you do not want this service or would like to have this service removed from your account in the future you may OPT-OUT by contacting us via our website <a href="www.aflcioefcu.org">www.aflcioefcu.org</a>, going to 'Contact Us', forwarding an email through <a href="cuonline@aflcioefcu.org">cuonline@aflcioefcu.org</a> or by calling 301-683-2800. However, all requests to OPT-IN or OPT\_OUT must be in writing.

#### What You Need to Know about Overdrafts and Overdraft Fees:

An <u>overdraft</u> occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in three different ways:

- 1. We have a <u>standard overdraft protection practice</u> that comes with your account which is a link to a savings account.
- 2. We offer overdraft protection plans that come with your account.
- 3. We offer an overdraft protection loan plan with your checking account.

Authorizations and payments are based on the available balance at the time the transaction is authorized, and such funds will be held until the transaction is presented for payment. The "available balance" is defined as your current balance less any outstanding holds or authorized debits that have not yet posted to your account.

What are	the standard	l overdraft	practices th	hat come wit	h mv account?

We do authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number
- Automatic bill payments

We <u>will not</u> authorize and pay overdrafts for the following type of transactions unless you ask us to (see below):

• ATM and one-time debit card transactions

We pay overdrafts at our discretion, which means we <u>do not guarantee</u> that we will always authorize and pay any type of transaction.

If we do <u>not</u> authorize and pay an overdraft, your transaction will be declined.

☐ What fees will I be charged if AFL-CIO EFCU pays my overdraft?

Under our standard overdraft protection practice:

- We will charge you a fee of \$32 each time we pay an overdraft.
- There is no limit on the total fees we can charge you for overdrawing your account.

What if I want AFL-CIO EFCU to authorize and pay ATM and One-time debit card transactions?

To have overdrafts paid on this type of item you would have to OPT-IN to our fee-based Overdraft

Protection Program using the OPT-IN [HYPERLINK] form.

# Additional ways to cover overdrafts in addition to Overdraft Tolerance.

Ways to cover overdrafts	Associated Fees
Good account management	\$0
Overdraft Line of Credit	See website for current APRs
Link to share account	\$0 (up to six transfers allowed per month)
Overdraft Protection	\$32 per overdraft

AFL-CIO EFCU does not authorize and pay overdrafts for the following types of transactions unless you ask us to; however, we may pay these overdrafts at the Credit Union's discretion if you choose to opt in:

- ATM transactions
- Everyday debit card transactions

You may at any time request Courtesy Pay for your ATM and everyday debit card transactions by:

- Contacting Member Service at (301) 683-2800 after reviewing the OPT-IN form [Refer to the 'OPT-IN Form on the web site at <a href="https://www.aflcioefcu.org">www.aflcioefcu.org</a>]; or
- Completing the OPT-IN form [Refer to the form on the web site at <a href="www.aflcioefcu.org">www.aflcioefcu.org</a>] and bringing it to one of our locations or mailing the form to:

# AFL-CIO EMPLOYEES FEDERAL CREDIT UNION 555 NEW JERSEY AVE, NW, SUITE 100 WASHINGTON, DC 20001

A notice will be sent to you officially confirming that we have received your request for the Credit Union to pay overdrafts on ATM and debit card transactions and that your request has been processed.

If you choose to OPT-IN, you may decide to OPT-OUT at any time. Please be aware Courtesy Pay is not a line of credit and this notice does not constitute either a written agreement of an obligation or a prearranged agreement to pay your overdraft, and we may withdraw this privilege at any time.