



## Returned Item and Overdraft Item Payment Selection and Consent Form

Performance Checking, eChecking and Senior Checking Accounts  
(Including: What You Need to Know About Overdrafts and Overdraft Fees – See Reverse)

Please select from the following two options to instruct the credit union to either return NSF items unpaid (by selecting Option One) or to pay such items which may result in account overdrafts (by selecting Option Two) by the initialing the applicable box and by signing, dating and returning this form to the credit union. **Members are not eligible for Courtesy Pay unless you select Option Two.** You may revoke and reinstate your affirmative consent at any time.

\_\_\_\_\_ **Option One: Do Not Pay Items on My Account Drawn Against Non-Sufficient Funds (NSF) or Uncollected Funds**  
(Initials)

If you select this option or if you are not eligible to receive Option Two or you do not select Option Two below, you will not be entitled to overdraft protection. The credit union will NOT pay any item ("item" means any paper or electronic check, other paper item, electronic ACH debit, preauthorized automatic internal loan payment or Bill Pay payment) that is drawn against your checking account for which there are non-sufficient, insufficient or uncollected funds in your checking account to cover the full amount of the item. This means that the item(s) will be returned unpaid and you will be charged an NSF Item Returned Unpaid Fee for each item. See fee disclosure for additional information.

\_\_\_\_\_ **Option Two: Pay Items on My Account Drawn Against Non-Sufficient Funds (NSF Items) or Uncollected Funds**  
(Initials) **NOTE:** If you want Visa Debit Card transactions to be Paid with this Option, you must also initial the "Debit Card Opt-In" Section below.

If you select this option, items drawn against your checking account for which there are non-sufficient, insufficient or uncollected funds to cover the amount of the item shall be paid (provided you meet the stated criteria) in accordance with the following:

**OVERDRAFT PROTECTION LINE OF CREDIT** - If you have an SAG-AFTRA Federal Credit Union Overdraft Protection Line of Credit and you have selected Option Two, we will first look to your Overdraft Protection Line of Credit to cover the payment of your NSF items (up to your credit line limit) before the Overdraft Protection Transfer from Share Savings or Overdraft Item Payment – Courtesy Pay program services are triggered. Refer to our Overdraft Protection Line of Credit Agreement and Disclosure for more information. See current rate sheet for the interest rate.

**OVERDRAFT PROTECTION BY TRANSFER FROM SHARE:** If you do not have an overdraft protection line of credit, we will look to your savings account for funds to cover these items. Effectively you are instructing the credit union to automatically transfer funds from your primary share savings account to cover the payment of items ("items" means any paper or electronic check, other paper item, electronic ACH debit, preauthorized automatic internal loan payment or Bill Pay payment) drawn against your checking account for which there are non-sufficient, insufficient or uncollected funds in your checking to cover the full amount of the item, so that the item(s) can be paid. The amount of the transfer shall be the exact amount necessary to cover payment of the item. See fee disclosure for the current "Overdraft Protection Transfer from Share" fee.

**OVERDRAFT ITEM PAYMENT – COURTESY PAY:** If there are insufficient funds in your savings account to transfer funds as stated in the "Overdraft Protection by Transfer from Share" section above, and you meet the Courtesy Pay qualifying criteria at the time the item is received or authorized, you are instructing and authorizing the credit union to pay such items against your checking account that will result in **overdrawing your account**. "Items" means any paper or electronic check, other paper item, electronic ACH debit, preauthorized automatic internal loan payment or Bill Pay payment. See the Returned Item and Overdraft Item Payment Agreement and Disclosure, Overdraft Item Payment – Courtesy Pay Program section for important information on the qualifications, terms and conditions of this program. Please note; there is a daily limit of four (4) courtesy pay fees we will charge you for overdrawing your account.

**DEBIT CARD TRANSACTIONS:**

\_\_\_\_\_ I want SAG-AFTRA Federal Credit Union to authorize and pay overdrafts on my everyday debit card transactions.

\_\_\_\_\_ I **do not** want SAG-AFTRA Federal Credit Union to authorize and pay overdrafts on my everyday debit card transactions.

With Overdraft Item Payment – Courtesy Pay, the fee is:

**- \$25.00 Courtesy Pay Fee for each item paid.**

If you do not have an Overdraft Protection Line of Credit or you have reached credit line limit or there are insufficient funds in your share savings account to cover the item under the Overdraft Protection by Transfer from Share program and if you are not eligible to have your item covered under our Overdraft Item Payment – Courtesy Pay program, your item(s) will be returned unpaid and the applicable fee will apply (see fee schedule in Option One)

*Joint relationships.* If two or more consumers jointly hold an account, the financial institution shall treat the affirmative consent of any of the joint consumers as affirmative consent for that account. Similarly, the financial institution shall treat a revocation of affirmative consent by any of the joint consumers as revocation of consent for that account.

X \_\_\_\_\_  
Authorizing Signature and Consent Date Account Number

Please Clearly Print Name Here: \_\_\_\_\_

## 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 overdrafts in two different ways:

- ♦ We have standard overdraft practices that come with your account.
- ♦ We also offer overdraft protection plans, such as a link to a savings account (for transfers), which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.

This notice explains our standard overdraft practices.

### 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
- ♦ Automatic bill payments

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

- ♦ ATM (Point of Sale) card purchase and payment transactions
- ♦ Visa debit card purchase and payment transactions

We may 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 SAG-AFTRA Federal Credit Union pays my overdraft?

Under our standard overdraft practices:

- ♦ We will charge you a fee of up to **\$25** each time we pay an overdraft.
- ♦ There is no limit on the total fees we can charge you for overdrawing your account.
- ♦ We do not assess other types of overdraft fees if your account is overdrawn for 5 or more consecutive business days; however, you are obligated to cover your account overdraft as soon as possible. If you do not cover your account overdraft timely, we can eliminate any further overdraft protection service and may even close your account.

### What if I want SAG-AFTRA Federal Credit Union to authorize and pay overdrafts on Visa debit card purchase and payment transactions?

If you want to authorize the credit union to pay overdrafts on Visa debit card purchase and payment transactions, **simply indicate your desire to Opt-In by initialing the “Option Two” category and the Debit Card Opt-In section** on the reverse of this form, and signing and returning the form to us.

Completed Returned Item and Overdraft Item Payment Selection & Consent Forms (as completed on the reverse) are to be sent to:

**SAG-AFTRA Federal Credit Union**  
**PO Box 11419**  
**Burbank CA 91510**



## Returned Item and Overdraft Item Payment Agreement and Disclosure

This NSF Returned Item and Overdraft Item Payment section sets forth SAG-AFTRA Federal Credit Union's Returned Item and Overdraft Item Payment policies, procedures and services and supersedes any SAG-AFTRA Federal Credit Union agreement and disclosure pertaining to these matters and is the governing agreement until further notice. "You" means each member account owner and/or legal or authorized signer on the account.

**General:** The Credit Union may receive items ("items" means paper checks, electronic checks [electronic check conversions and/or substitute checks], electronic ACH debits, preauthorized automatic internal loan payment, or Bill Pay payment) payable against your SAFCU Checking Account which are drawn or payable against non-sufficient funds, uncollected funds, or unavailable funds (collectively referred to herein as "NSF items"). The Credit Union may also receive merchant requests for authorization to pay Visa Debit Card purchase or payment transactions or receive the actual Visa Debit Card debit transaction payable against non-sufficient funds, uncollected funds, or unavailable funds (collectively referred to herein as "NSF Visa Debit Card transactions"). The Credit Union may return such NSF items and NSF Visa Debit Card transactions unpaid and charge you a fee, or the Credit Union may pay NSF items and NSF Visa Debit Card transactions and charge you a fee, depending on this agreement and disclosure, any overdraft product or service you may have with us, or your written authorization and instruction to us as reflected on our Returned Item and Overdraft Item Payment Selection & Consent Form, initialed and signed by you.

**Other Accounts:** If any NSF item is presented against any other of your Credit Union accounts that provide check writing services, such as the Money Market Account or Health Savings Account the item will be returned unpaid by the Credit Union and we will charge you a fee. Visa Debit Card transactions cannot be performed on Money Market Accounts or Health Savings Accounts.

**Our Policy on Returning and Paying Items:** Our policy is to return all NSF items and NSF Visa Debit Card transactions unpaid on your Checking Account and charge you a fee. This means that we do not automatically pay these items. However, and in this order:

- If you qualify and are approved for our **Overdraft Protection Line of Credit**, and if the line of credit has been established on your account, you are in good standing and there is sufficient credit/funds available on your Overdraft Protection Line of Credit to cover the amount of the item, we will transfer funds from your Overdraft Protection Line of Credit to cover the amount of the NSF item or NSF Visa Debit Card transaction and pay the item. This overdraft protection transfer of funds from your Overdraft Protection Line of Credit supersedes, preempts and overrides any contrary selection on your Returned Item and Overdraft Payment Item Selection & Consent Form.
- If you give us your written authorization and if you have sufficient collected and available funds in your Primary Regular Share Savings Account, we will transfer funds from your Primary Regular Share Savings Account to your Checking Account to cover the amount of the NSF item or NSF Visa Debit Card transaction and we will pay the item and charge you a fee for this service. This is referred to as **Overdraft Protection Transfer From Share**.
- If you give us your written authorization and you qualify for our **Overdraft Item Payment - Courtesy Pay program**, we will pay the NSF item or NSF Visa Debit Card transaction, charge you a fee for this service, and overdraw your account to pay the item and the fee.

### **Fees and Charges:**

• NSF Item Paid - Courtesy Pay (each item)	\$25.00
• NSF Returned Item Unpaid*	\$30.00
• Overdraft Protection Transfer from Share (each transfer)	\$3.00
• Overdraft Transfer Fee from Line of Credit (system generated - each transfer)	\$5.00
• Debit Card NSF Decline Fee (per transaction)	\$5.00

**Your Written Authorization and Instruction:** We require that you complete, initial and sign our **Returned Item and Overdraft Item Payment Selection & Consent Form** to authorize and instruct us as to how you want us to handle your NSF items and NSF Visa Debit Card transactions. Members may select from Option One "Do NOT Pay Items on My Account Drawn Against Non-Sufficient or Uncollected Funds", or Option Two "Pay Items on My Account Drawn Against Non-Sufficient or Uncollected Funds". Members can also instruct us to pay NSF Visa Debit Card transactions that may overdraw their Checking Account by initialing the Debit Card Opt-In section. Your authorization to pay NSF Visa Debit Card transactions will overdraw your account if paid through our Overdraft Item Payment - Courtesy Pay program. Because you have the right to revoke this consent, you can also instruct us not to pay NSF Visa Debit Card transactions that would overdraw your account. The written authorization and instruction of any one account owner or legal or authorized signatory on the account shall constitute binding consent and authorization for us to comply with the Returned Item and Overdraft Item Payment Selection & Consent selection(s) regardless of whether the account has multiple account owners or signers.

If you do not provide us with your authorization and instruction, or if we are not able to honor your authorization and instruction to pay NSF items or NSF Visa Debit Card transactions because another agreement we have with you preempts this instruction, if you do not have sufficient funds or available credit to cover the NSF item or NSF Visa Debit Card transaction, or if you are no longer in good standing with us, we will return the NSF item or NSF Visa Debit Card transaction unpaid and charge you a fee for this service.

**Overdraft Protection Transfer Amount:** Any overdraft protection transfer from your Overdraft Protection Line of Credit or Overdraft Protection Transfer by Transfer from Share will be in the amount necessary to cover the amount of the item and any applicable fee. Overdraft protection transfers are conducted on a per transaction basis.

**Determination of Account Balance:** A determination of your Checking Account balance for purposes of making a decision whether to dishonor and return unpaid any NSF item or NSF Visa Debit Card transaction for insufficiency of available funds may be made at any time between presentation and the Credit Union's return deadline, with only one review of the checking account balance being required.

**Funds from Direct Deposits of Governmental Benefits:** We may transfer funds from your Primary Regular Share Savings Account or from another of your accounts in connection with these overdraft protection procedures, regardless of the original source of the funds or subsequent deposits, including but not limited to direct deposits of Social Security and Supplemental Security Income governmental benefits, except as prohibited by law.

**Notification:** We are not obligated to notify you before we decide to either pay an NSF item or NSF Visa Debit Card transaction that creates an overdraft or to return an item drawn against insufficient or unavailable/uncollected funds. We reserve the right to refuse to pay any item against your Checking Account if it would create an overdraft in the account, even though we may have previously established a pattern of honoring such items.

**Monthly Limit on Overdraft Protection Transfers from Regular Share Savings Accounts:** Overdraft protection transfers from Regular Share Savings Accounts are limited to a combined **maximum of six (6) per calendar month** (including preauthorized electronic funds transfers and transfers initiated via our telephone banking and Internet banking services).

**Excessive NSF Items:** The Credit Union reserves the right to close any account due to, in our opinion, excessive NSF items or excessive NSF Visa Debit Card transactions.

**Overdraft Item Payment - Courtesy Pay Program:** Overdraft Item Payment - Courtesy Pay ("Courtesy Pay") is a program whereby the Credit Union may honor and pay NSF items and Visa Debit Card transactions (you must specifically authorize us in writing to pay NSF Visa Debit Card transactions) drawn against non-sufficient funds, or uncollected funds or unavailable funds in your Checking Account so that these items are not returned unpaid. **Courtesy Pay is ONLY available on regular checking account products and is not available on Money Market Accounts, Health Savings Account, Teen Performer Accounts or any other Credit Union account.**

The Overdraft Item Payment - Courtesy Pay program is made available only to members in good standing, meeting specific qualifying criteria. Not all members may qualify. Not all members may qualify at all times. The Credit Union reserves the right to limit the number and dollar amount of items that are paid under Courtesy Pay and does NOT guarantee payment of any item drawn against non-sufficient funds, uncollected funds or unavailable funds. The Overdraft Item Payment - Courtesy Pay program may be discontinued by the Credit Union at any time without prior notice.

**Courtesy Pay Criteria:** All of the following constitute the required criteria which must be met at the time an NSF item or NSF Visa Debit Card transaction is received in order to be eligible to participate in the Overdraft Item Payment – Courtesy Pay program:

- At least one account holder is at least 18 years of age;
- The checking account is not classified by us as dormant or inactive (having no transaction activity for the last 12 months);
- The checking account has a valid mailing address (no mail has been returned undeliverable or otherwise indicating “Bad Address”);
- The checking account does not have an existing overdrawn balance exceeding \$525.00;
- The checking account is not currently overdrawn more than 15 calendar days;
- The Credit Union has not sustained a loss by the account owner / member;
- No loan is in default per the Loan Agreement, Note, Deed of Trust, Disclosure, or Security Agreement;
- No loan payment is currently ten (10) or more days past the Payment Due Date;
- The member is not currently on a “Minimum Loan Payment Plan”;
- The Credit Union has not received a notification of bankruptcy in the name of the account owner / member.

**Courtesy Pay Maximum Overdraft Limit:** The maximum amount you can be overdrawn in your Checking Account is **\$525.00** not including any fees charged under the Overdraft Item Payment - Courtesy Pay program.

**Courtesy Pay Fees**

- We will charge you a fee of \$25 each time we pay an overdraft.
- We will charge a maximum of four (4) courtesy pay fees per account per day.
- Courtesy Pay fee(s) will not be assessed if your account's overdrawn negative balance is below \$5.01. The fee waived transaction(s) will not count toward the maximum of four (4) courtesy pay fees per day

**Account Overdrafts:** Members are required to repay the Credit Union for all account overdrafts resulting from our decision to pay any item under the Overdraft Item Payment - Courtesy Pay program, resulting from us charging you a fee, or otherwise, in a timely manner. Account overdrafts are subject to collection and/or other legal remedy if funds to rectify the account overdraft status are not received within ten (10) calendar days. The Credit Union reserves the right to transfer available funds from your other Credit Union accounts to cover any account overdraft. If at any time the balance in any of your Credit Union accounts is overdrawn (has a negative balance) for any reason, you will be responsible to cover the overdraft in a timely manner. You agree to pay the overdraft immediately, without notice or demand from us. Each account owner is jointly and severally responsible for paying any overdraft amount created by any authorized signer or party to the account, regardless of whether an account owner signed the check or received any direct or indirect benefit from the paper check, other paper item, electronic check conversion or substitute check, electronic ACH debit, Visa Debit Card transaction, preauthorized loan payment transfer, Bill Pay payment, or any other paper or electronic debit. Overdrawn accounts are subject to the federal statutory lien right, collection, and/or other legal remedy.

**Other Overdrafts:** Incidental to the general operation of accounts, the credit union may pay any share or share draft account into overdraft as a result of reversing returned deposited or cashed items, of-line ATM transactions, and the assessment of service charges and/or service related fees. In these instances, “Other Overdrafts” are generally unavoidable by the credit union.

**Notice of 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 overdrafts in two different ways:

- We have standard overdraft practices that come with your account.
- We also offer overdraft protection plans, such as a link to a savings account (for transfers), which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.

This Notice explains our **standard overdraft practices**.

**What are the standard overdraft practices that come with my account?**

Provided you have instructed us to do so, we **do** authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your Checking Account number
- Electronic ACH Debits
- Automatic Bill Pay Payments

Unless you instruct us to do so, we **do not** authorize and pay overdrafts for the following types of transactions unless you ask us to (see below\*\*):

- ATM (Point of Sale) card purchase and payment transactions
- Visa Debit Card purchase and payment transactions

We may 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 SAG-AFTRA Federal Credit Union pays my overdraft under the standard overdraft practices?**

Under our **standard overdraft** practices:

- We will charge you a fee of \$25 each time we pay an overdraft.
- There is **no limit** on the total fees we can charge you for overdrawing your account
- We do not assess other types of overdraft fees if your account is overdrawn for 5 or more consecutive business days; however, you are obligated to cover your account overdraft as soon as possible. If you do not cover your account overdraft timely, we can eliminate any further overdraft protection service and may even close your account.

**\*What if I want SAGAFTRA Federal Credit Union to authorize and pay overdrafts on Visa Debit Card purchase and payment transactions?**

If you want to authorize the credit union to pay overdrafts on Visa Debit Card purchase and payment transactions, **simply indicate your desire to Opt-In by initialing the “Option Two” category AND the Debit Card Opt-In section** on our Returned Item and Overdraft Item Payment & Selection Form, and sign and return the form to us. Completed Returned Item and Overdraft Item Payment Selection & Consent Forms must be sent to:

SAG-AFTRA Federal Credit Union,  
PO Box 11419  
Burbank, CA 91510