

P.O. Box 1329 Stockton, CA 95201-1329 (209) 444-5300 • (800) 675-5114 www.centralstatecu.org

# ADDENDUM TO YOUR

# TRUTH IN SAVINGS DISCLOSURE AND ELECTRONIC FUND TRANSFER DISCLOSURE AND AGREEMENT

Please read this Addendum completely and retain it with your personal records. All agreements and disclosures shall be construed in accordance with the provisions of the California Uniform Commercial Code (UCC). Share accounts are subject to the requirements below and such other terms and conditions as established by the Board of Directors and as contained in the account agreements. This Addendum is incorporated by this reference into and becomes a part of Central State Credit Union's Truth in Savings Disclosure. This addendum becomes effective August 1, 2015. All other terms and conditions of your Truth in Savings Disclosure, as amended, remain in force.



The following language on "Courtesy Pay Disclosure" replaces the section titled, "Courtesy Pay Disclosure" in the "General Terms and Conditions of Your Credit Union Accounts" section of your Truth in Savings Disclosure.

#### COURTESY PAY DISCLOSURE

The Credit Union recognizes that sometimes you may overdraw your share draft/checking account. In such cases the Credit Union may decide to honor drafts for which there are insufficient funds. This is the Credit Union's Courtesy Pay Program. The Credit Union provides the Courtesy Pay Program as an accommodation to you and is not obligated to do so, even when it has done so in the past. You do not apply for this service.

#### Qualification

To be eligible for the Courtesy Pay Program, the member must meet all of the following criteria:

- · Must be a member in good standing;
- Share draft/checking account cannot be a Fresh Start Share Draft Account:
- Must be a minimum of 18 years of age;
- Cannot be delinquent on any Credit Union loans or other obligations to the Credit Union beyond thirty (30) days;
- Account must not have any legal or administrative orders, levies, garnishments, or bankruptcy proceedings on the account:
- Must not have an outstanding balance on an Overdraft Repayment Plan;
- Account must have minimum monthly deposits totaling at least \$500 after the first 30 days from account opening;
- Must not have a negative record reported to a consumer credit reporting agency;
- Account must not be a fiduciary trust or escrow account;
- Account must not be flagged as dormant;
- Must not have any extended holds on the share draft/checking account or any other accounts with the Credit Union:

Only one (1) account per Social Security Number will be eligible to receive the Courtesy Pay service. If the member maintains more than one account with the Credit Union, the member must designate which account may obtain the service.

### **Description of Service**

By participating in the program, the Credit Union may honor overdrafts, including checks, automated debits (ACH), debit card transactions, ATM withdrawals, and point-of-sale transactions.

Unless the Credit Union currently has your affirmative consent (opt-in) on file, we will not approve your overdrafts for ATM withdrawal or debit card transactions. You must tell us you want overdraft coverage for these transactions.

#### How to Opt-In for ATM Withdrawals and Debit Card Transactions

To request overdraft coverage for your ATM withdrawal or debit card purchases, contact us at (209) 444-5300 or write to us at P.O. Box 1329, Stockton, CA 95201-1329. Complete the Overdraft Consent Form, which is provided with this disclosure, and return it to any Credit Union branch or mail it to us at the address shown. The Credit Union will provide you with written confirmation of your opt-in choice.

#### **Courtesy Pay Fees**

When an overdraft is covered, the account will be taken negative by the dollar amount of the overdraft, plus the amount of the Courtesy Pay fee. The Courtesy Pay Program fee is a flat fee charged for each overdraft item presented and paid by the Credit Union. The Credit Union will not charge the Courtesy Pay fee for an item that causes an overdraft balance amount of \$10 or less. The charge for the Courtesy Pay service is described in our Fee Schedule. If your account remains overdrawn for more than ten (10) business days, you may also be assessed a Sustained Overdraft Fee for each additional day your account has a negative balance.

#### **Courtesy Pay Limits**

The maximum dollar amount of overdrafts the Credit Union will cover for each member is:

- \$250, for the first 30 days the account is open;
- \$500, for accounts opened from 31 days to 365 days; and
- \$750, for accounts opened more than one year.

These maximum overdraft amounts include the Courtesy Pay fee.

#### **Additional Information**

If we honor multiple overdrafts, we may honor them in the order presented to the Credit Union or return any such items. The Credit Union reserves the right to adjust the processing times in its sole discretion. Refer to "Payment Order of Items" in the General Terms and Conditions of Your Credit Union Accounts for information regarding payment order of items.

When the Credit Union honors overdraft items, you must deposit funds immediately, but in no case more than thirty (30) days from the date of any notice sent to you. To satisfy your obligation in bringing your account positive, funds deposited to cover a negative balance must remain in the account until the next business day. If you fail to cover the total overdraft amount within thirty (30) days, the Credit Union may pursue all collection options available to it. The Credit Union may, but is not obligated to, transfer funds from your other accounts with us to cover the overdraft.

The Courtesy Pay service is a discretionary privilege offered to members and not a right of membership. The Credit Union encourages you to properly maintain your accounts with us. You agree that the Credit Union will not be held liable for either paying or refusing to pay any overdraft item. The Credit Union reserves the right to discontinue this service at any time without any notice.

## **Opt-Out**

If you do not want the Courtesy Pay service you must complete an opt out form. To obtain this form, call the Credit Union at (209) 444-5300 or write to us at P.O. Box 1329, Stockton, CA 95201-1329.