



**360 Federal Credit Union**

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**OVERDRAFT SWEEP ACCOUNTS**

**OVERDRAFT (SWEEP ACCOUNTS)**

An overdraft occurs when the available balance in your account is not enough to cover a transaction. We offer different plans for overdraft coverage, which include standard overdraft, Extended Coverage, and Sweep Accounts as described below.

This document, as part of your Overdraft Governance Documents, is incorporated into your Membership and Account Agreement as if fully set forth therein. If the terms of this document are in conflict with terms described in your Membership and Account Agreement, the terms of this document will control. By signing below and by using your checking account, you agree to the following:

**How does the sweep account work?**

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You can tell us to "link" a savings or Overdraft Line of Credit loan account to your checking account, so if you cause an overdraft, we will transfer money from your linked account to pay the overdraft.

**What fees and costs are associated with my overdraft options?**

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- You will be charged a Sweep fee of \$5.00 each time we transfer funds from a linked deposit account. This fee is waived if we transfer funds from your line of credit.

If you link a line of credit account:

- Interest will accrue on the entire balance at the rate disclosed in your line of credit.
- If you have no money available in any of your linked accounts:
  - o An NSF fee of \$35.00 each time an item is declined, if you have told us to reject items, if allowed by law; or
  - o An overdraft fee of \$35.00 each time we pay a check transaction or automatic bill payment under our standard overdraft practices and, if you have authorized us to pay overdrafts under Extended Coverage, if we pay an ATM transaction or everyday debit transaction.
  - o For more information on our standard overdraft practices and Extended Coverage please see your document, "What You Need to Know About Overdrafts and Overdraft Fees".

Also note:

- There is no limit on the total fees we can charge you for overdrawing your account.
- We may increase fees at any time. See our fee schedule for the most current fees.

**YES, link my accounts**

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**Yes, please transfer money from another savings or loan account to cover overdrafts from my checking account.**

"Link" my other accounts to my checking account to pay my overdrafts. Use my accounts in the following order:

*Write 1 for first choice, 2 for second choice, etc. If there is not enough money or credit available from your first choice, then funds will be transferred from your second choice, etc. You can choose one account or as many as you'd like.*

\_\_\_\_\_ Other Savings Account: Account No. \_\_\_\_\_      \_\_\_\_\_ Overdraft Line of Credit      \_\_\_\_\_ Money Market

**NO, don't link my accounts**

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No thanks, I do not want to link my accounts.

**Right To Revoke**

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You have the right to revoke or change your overdraft elections at any time by contacting us at the above addresses/phone number(s).

**Signature**

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By signing below, I choose the overdraft option checked above. I also acknowledge and agree to the fees and terms described above and in the "Important Terms Regarding Overdrafts" document.

**X** \_\_\_\_\_

Signature

\_\_\_\_\_

Date

## **IMPORTANT TERMS REGARDING OVERDRAFTS**

The following terms apply when overdrafts occur on your accounts, regardless of which overdraft service or protection program you choose. This document, as part of your Overdraft Governance Documents, is incorporated into your Membership and Account Agreement as if fully set forth therein. If the terms of this document are in conflict with terms described in your Membership and Account Agreement, the terms of this document will control. By signing the document entitled, "Overdraft Sweep Accounts", and by using your checking account, you agree to the following.

### **Understanding Your Obligations Regarding Overdrafts**

- We use available balance to determine whether you incur overdrafts and associated fees.
- The law permits us to pay items drawn on your account in any order, even if such process causes an overdraft. We may honor any item or instruction even if it creates an overdraft or negative balance in your account or if it violates any minimum balance requirement or other requirements of the account, in which case you agree to pay all fees, penalties or other charges imposed on you as well as costs incurred by us.
- Online postings and transactions are not made, and balance information is not updated, in real time or instantaneously.
- Any item or transaction may be presented multiple times when it has been returned unpaid for any reason and we have no control over this. Each presentment will be charged a separate overdraft or NSF fee even if it is on the same item if allowed by law.
- Preauthorization holds for debit card transactions placed on sufficient available funds do not guarantee that an overdraft or NSF item will not occur. Transactions may occur after the preauthorization hold that reduces the balance before the final debit card transaction posts to the account (e.g., a previously written check may clear). In such case, you may be charged an overdraft or NSF fee on that item if allowed by law.
- Having the ability to overdraw, even if you have overdraft protection, does not relieve you of your duty to make sure you have enough money in your account to cover your transactions.
- We may suspend your debit card if you incur overdrafts in excess of the available balance in your account, including any standard overdraft and Extended Coverage limit (as described herein), or if your account is overdrawn more than 32 consecutive calendar days. Debit cards on your account will remain suspended until you make sufficient deposits so that your available balance, taking into account any standard overdraft and Extended Coverage limit, is positive and then you will need to contact the credit union.
- Excessive or repeated overdrafts can lead to suspension or termination of your checking account.
- It is your responsibility to monitor and balance your accounts. You are responsible for any overdrafts caused by you or any joint owner on your account. You must repay any overdraft amounts and bring your accounts current at least once every 32 calendar days.
- We do not have to notify you if your account does not have enough money to cover drafts, fees or other posted items.
- Although under payment system rules, 360 Federal Credit Union may be obligated to pay some unauthorized debit card transactions, 360 Federal Credit Union will not authorize debit card or ATM transactions unless your account's available balance (including any additional Overdraft Coverage Plan Options) is sufficient to cover the transactions and any fee(s).
- We may not pay your overdrafts if you are not in good standing with us. Good standing means:
  - o You are age 18 or over
  - o You keep or bring the account to a positive balance at least once every 32 days
  - o You are current on all loans and obligations
  - o There are no tax levies, garnishments, or other legal action against your account(s)
- We reserve the right to change fees, change programs, or discontinue programs at any time.
- If your account does not meet the Good Standing requirements, the credit union will no longer offer overdraft services for your account and transactions will be declined.
- Depositor and each Authorized Signatory will continue to be liable, jointly and severally, for all overdraft and fee amounts, as described in the Deposit Account Agreement and Disclosure. The total (negative) balance, including all fees and charges, is due and payable upon demand.
- Your account can be charged a sweep fee and an overdraft fee if there are not enough funds in your sweep account to cover an overdraft transaction and the overdraft privilege is required to cover the remainder of the overdrawn amount.

**NOTE:** We have the right to refuse to pay any overdraft in any given situation for any reason. When you tell us how you want overdrafts paid, you are telling us your preference. It does not mean that overdrafts will automatically be paid. You must repay all overdraft amounts.

## Understanding your “available balance” versus “actual balance”

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Your checking account has two kinds of balances: an “actual balance”, and an “available balance”. Both balances will change with any given check, debit card, or other transaction as you use your checking account.

### What is “actual balance”?

Your “actual balance” is the actual amount of money in your account at any given moment in time. It may be referred to on your statement as “current balance” or simply “balance”. It reflects items that have been fully processed and actually posted to your account but not transactions that are still processing or “pending”. Some people say these transactions “have cleared my account”.

### What is “available balance”?

Your “available balance” is usually a different number than your “actual balance”. Your “available balance” is the portion of your actual balance that is available for immediate withdrawal or to pay other debit items; it takes into account standard funds availability holds under our Funds Availability Policy, as well as any pending debits and credits we have received but not yet posted to your account (for example, preauthorized debit card transactions, pending checks, transfers, withdrawals, or other holds on your account). Items still in process or on hold may be referred to as “pending” on your online banking. The available balance changes throughout the day as transactions occur.

**Available balance is the amount of money you have in your account that is available for you to use without incurring an overdraft fee.** This is the number you should use when determining whether any of your items or transactions will cause you to overdraw your account.

The following examples show how your balances work and how an overdraft can occur:

- Assume you have an actual balance of \$100.00 and an available balance of \$100.00. (This means that all transactions have cleared and you have no pending transactions because you haven’t used your account). Now, if you swipe your debit card at a restaurant for \$35.00, a hold will be placed on your account as the transaction is processed, and your available balance will be reduced to \$65.00. Your actual balance, however, remains \$100.00 until that transaction is actually posted to your account.

Now assume that a week prior to the transaction at the restaurant, you had written a check to your friend for \$75.00. She cashes it while your available balance is \$65.00. This will cause an overdraft on your account because the check is for more than the available balance, even though the \$35.00 restaurant transaction has not yet posted to your account. The total transactions were \$35.00 (restaurant) + \$75.00 (check) = \$110.00, when your balance was only \$100.00. Once both transactions are posted to your account, your actual balance will be negative \$10.00 and your available balance will be \$0.00. You will need to deposit more money into your account to avoid further overdrafts and fees.

- Assume you just deposited a large check (over \$5,000.00) into your checking account this morning. Under federal regulations, we can delay availability of those funds for a certain number of days. If we do so, we will notify you at the time you make the deposit. Until the deposited funds have cleared and the hold has been lifted, you will not have those funds as part of your available balance. So, if your available balance at the time you deposit a \$6,000.00 check is \$100.00, your available balance will still be \$100.00 until the hold is lifted. If you had written a check for \$4,000.00 last week and that check is posted before the hold on the \$6,000.00 deposit is lifted, an overdraft will occur.

### Reliability of Your Available Balance

You can view both your actual balance and available balance online. The available balance and actual balance listed may not be completely accurate at any given time you view it because it may not yet reflect any pending items, e.g., you may have written checks that have not been cashed or deposited yet or you may have preauthorized recurring payments that haven’t processed yet.

You should keep all outstanding items in mind when determining your balance for overdraft purposes. It is your responsibility to know what transactions you may still have outstanding.

### Will a debit card transaction hold always be the exact same amount as the actual transaction?

No. Some merchants, particularly gas stations, hotels, car rental agencies, and sometimes restaurants will preauthorize an amount greater than your actual transaction. For example, gas stations may preauthorize up to \$75.00 because they don’t know how much gas you will buy at the time you swipe your card. This hold should only last a few hours before it is released and the actual transaction amount is known. This actual amount is often referred to as the “final settlement request” by the merchant to the bank.

A hotel may preauthorize an amount equal to one night’s stay, and can hold that amount for up to 72 hours at the time you make reservations. When you check in, it can also place another authorization to cover any incidental expenses you may incur during your stay. Once you check out and the hotel processes the transaction, the actual amount that you incur (final settlement) will be posted.

Car rental agencies can also preauthorize an amount greater than the rental to cover any incidental expenses you may incur and will process the actual amount (final settlement) once you return the vehicle and the rental contract is completed.