

# EXTENDED OVERDRAFT PROTECTION DISCLOSURE

Extended Overdraft Protection (EOD) is an overdraft protection service that is offered as a courtesy to members of Jeanne D'Arc Credit Union (referred to as "we," "our," or "us" in this disclosure) who maintain a checking account that is in good standing with us. The service will provide up to \$500.00 of overdraft protection on checking accounts that have been open for at least 30 days and maintained in good standing. Instead of returning checks and automated clearing house (ACH) electronic transactions unpaid that exceed your available account balance, we may pay them for you, up to your aggregate \$500.00 of e ("Paid Extended Overdraft (EOD)" fee) for each item we pay that overdraws your account. While we do not encourage you to overdraw your account, we do realize that everyone needs a "safety net" once in a while to cover an occasional or inadvertent overdraft.

You have 45 days from the first day of overdraft to bring your account to a positive balance, however, depending on the situation; we can demand repayment at any time. If you still have a negative balance at the end of the 45 day period your account may be closed.

If you exceed your courtesy overdraft limit, items will be returned when presented for payment and you will be charged up to a \$30.00 fee ("Returned Item - NSF" fee) for each item returned.

### Eligibility

Extended Overdraft Protection is only available to eligible checking accounts used primarily for personal, family, or household purposes. You must be at least 19 years of age to be eligible for Extended Overdraft Protection. One checking account per member is eligible for Extended Overdraft Protection.

### **Your Checking Account Balance**

Your checking account has two kinds of balances: the "actual" balance and the "available" balance. Both may be checked when you review your account online, at an ATM, by phone, or at a branch. It is important to understand how the two balances work so that you know how much money is in your account and how much money is available to spend without over-drafting at any given time. This section explains actual and available balances and how they work.

Your actual balance is the full amount of all deposits, even though some portion of a deposit may be on hold and may not be available to you, less payment transactions that have "posted" to your account, but not payment transactions that have been authorized and are pending. Thus, while the term "actual" may sound as though the number you see is an up-to-date display of what is in your account that you can spend, that is not always the case. Any holds for purchase transactions, holds on deposits, or other checks, payments and fees that have not yet posted will not appear in your actual balance. For example, if you have a \$50.00 actual balance, but you just wrote a check for \$40.00, then your actual balance is \$50.00 but it does not reflect the pending check transaction. So at that point, you actually have \$50, but you have already spent \$40.

Your available balance is the amount of money in your account that is available to you to use. The available balance is the actual balance less things like holds placed on deposits and pending transactions (such as pending debit card purchases) that the Credit Union has authorized but that have not yet posted to your account. *For example, assume you have an actual balance of \$50 and an available balance of \$50. If you were to swipe your debit card at a restaurant to buy lunch for \$20, then that merchant could ask us to pre-authorize the payment. In that case, we will reduce your available balance \$20 because once we authorize the payment, we are obligated to pay. Your actual balance would still be \$50.00 because this transaction has not yet posted, but your available balance would be \$30 because you have committed to pay the restaurant \$20. When the restaurant submits its bill for payment (which could be a few days later), we will post the transaction to your account and your actual balance will be reduced by \$20.* 

The available balance in your account at the time debit card transactions are authorized (not when they are posted) is used to determine when your account is overdrawn, and you may be charged an overdraft fee of up to \$30 per transaction. This fee is charged when the transaction posts.

The available balance in your account at the time a check or automatic bill payment transaction is posted, is used to determine when your account is overdrawn, and you may be charged an overdraft fee of up to \$30 per transaction. This fee is charged when the transaction posts.

## **Type of Service**

Extended Overdraft Protection does not constitute an actual or implied agreement between the customer and Jeanne D'Arc Credit Union. Nor does it constitute an actual or implied obligation of or by Jeanne D'Arc Credit Union. This service represents a purely discretionary courtesy or privilege that we may provide to our members from time to time, and which may be withdrawn or withheld by the credit union at any time without prior notice, reason or cause.

It is the policy of Jeanne D'Arc Credit Union to comply with all applicable laws and regulations and to conduct business with applicable safety and soundness standards. The Terms and Conditions of Your Consumer Account that you receive at account opening establish the rules that control your account with us.

### **Program Details**

We are not obligated to pay any item presented for payment if the amount of money in your available balance cannot cover the item ("nonsufficient funds items"). Rather than returning, unpaid, any non-sufficient funds items that you may have, if your eligible checking account has been open for at least thirty (30) days and thereafter you maintain your account in good standing, which includes at least: (A) You are not in default on any loan obligation to Jeanne D'Arc Credit Union, (B) You bring your account to a positive balance (not overdrawn) at least once every fifteen (15) days, and (C) Your account is not the subject of any legal or administrative order or levy, we will consider, without obligation on our part, paying your reasonable overdrafts. We have no obligation to notify you before we pay or return any item.

This discretionary service is limited to a \$500 negative (overdrawn) available balance. Any and all credit union fees and charges, including without limitation our non-sufficient funds fees, as set forth in our Consumer Fee & Service Charge Schedule; will be included in this limit. If you have requested our service to automatically transfer available funds from your savings account to cover non-sufficient items, we will provide this service prior to paying items pursuant to the extended overdraft protection service, within Regulation D transaction limitations, as set forth in our Consumer Fee & Service Charge Schedule

The total amount of any overdrafts plus any and all Credit Union fees is due and payable on demand. The member and each authorized signatory will continue to be liable for such amounts, as described in the Terms and Conditions of Your Consumer Account disclosure.

Any checking account closed due to an unpaid overdrawn balance is reported to ChexSystems, a check verification service and consumer reporting agency. Reports of derogatory account information made to this agency may make it difficult to open future bank accounts with Jeanne D'Arc Credit Union and other institutions.

### **Managing Your Account**

To help manage your account, set-up email or text notification within Online Banking. Notification types include any of the following; balances, transfers, loan payments, due dates, deposits, withdrawals and more.

To learn more ways to manage your account, log into Online Banking at JDCU.com, call us at 978-452-5001, or visit a branch location.

### **Termination of Service**

This discretionary service may be terminated by the Credit Union if account activity is deemed to be abusive, suspect of intentional fraud or there is a notice of bankruptcy filing by any account holder.

### Opt-Out

You may choose not to participate in this service or you may opt-out of this service at any time by informing us by using any one of the following methods:

- Calling our Member Contact Center at (978) 452-5001
- E-mailing us at eMemberServices@jdcu.com
- Visiting one of our branch locations
- Mailing us at:

Jeanne D'Arc Credit Union P.O. Box 1238, Lowell MA 01853 Attn: Member Contact Center