



3600 Brooks Street
Missoula, MT 59801
406-523-3300
clearwatercreditunion.org

OVERDRAFT DISCLOSURE

Clearwater Federal Credit Union (*doing business as* Clearwater Credit Union, hereafter "the credit union")

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 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, "What You Need to Know About Overdrafts and Overdraft Fees", and by using your checking account, you agree to the following.

Understanding Your Obligations Regarding Overdrafts

- We use actual balance to determine whether you incur overdrafts and associated fees.
- We will charge a Nonsufficient Funds fee for Uncollected Funds when a transaction is pending on the account and the funds are not available due to a hold. The item may be paid or rejected based on our discretion.
- We will charge a Nonsufficient Funds fee (NSF) when a transaction is pending but there is not enough money in the account to cover the transaction and we reject the transaction.
- The law permits us to pay items drawn on your account in any order, even if the order in which we pay items 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.
- 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 will be charged an overdraft or NSF fee.
- 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.
- 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 within 45 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.
- We may not pay your overdrafts if you are not in good standing with us. Good standing means:
 - You have an account with us for at least 90 days
 - You are age 18 or over
 - You keep or bring the account to a positive balance at least once every 45 days
 - You are current on all loans and obligations
 - You have no past charge-offs that have not been fully recovered
 - You have at least \$750 in deposits within prior 60 days (\$250 limit)
 - You have at least \$1,500 in deposits within prior 60 days (\$500 limit)
 - You have not incurred more than \$250 in Courtesy Pay fees within any calendar year
- We reserve the right to change fees, change programs, or discontinue programs at any time.

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"

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.

Actual 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 and an available balance of \$100. (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, 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 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 \$125.00. She cashes it while your actual balance is \$100.00. This will cause an overdraft on your account because the check is for more than the actual balance. The total transactions would be \$35.00 (restaurant) + \$125.00 (check) = \$160.00, when your actual balance was only \$100.00. Once both transactions are posted to your account, your actual balance will be a negative \$60.00 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) 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 check is \$100, your available balance will still be \$100 until the hold is lifted. If you had written a check for \$4,000 last week and that check is posted before the hold on the \$6,000 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.