

Fresno, CA

JMFA OVERDRAFT PRIVILEGE®
PROGRAM EXHIBITS

September 11, 2024



1415 N. Loop West, Suite 500

Houston, TX 77008

800.809.2307

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ODP-Related Compliance Communication Materials

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Exhibit A1: Overdraft Privilege Kickoff, Compliance, and New Activation Letter – Consumers with Standard Coverage

Date

[Name]

[Address 1]

[Address 2]

[City State, Zip]

New Activation Email Subject Line: First California Federal Credit Union New Overdraft Coverage Options

Kickoff Compliance Email Subject Line: First California Federal Credit Union: Important Overdraft Coverage Options

Dear Member,

First California Federal Credit Union understands that unexpected overdrafts occur from time to time. Overdraft Coverage can help.

OVERDRAFT COVERAGE OPTIONS

The choice is yours. Consider these ways to cover overdrafts:

- Overdraft Protection link to another deposit account you have at First California Federal Credit Union (\$5 fee per transfer)
- Overdraft Protection Quick Line of Credit (Subject to interest; subject to credit approval)
- Overdraft Privilege Standard or Extended Coverage (\$27 Overdraft Fee per item presented*)

**Per item presented means each time an item is presented, including re-presentation*

OVERDRAFT PROTECTION applies to all transactions and may help prevent overdrafts by automatically transferring funds to your checking account from a line of credit you have at First California Federal Credit Union for a fee or finance charge. Please note that overdraft lines of credit are subject to credit approval. Call us at (559) 226-8282, or come by a branch to sign up or apply for these services. Good account management is the best way to avoid overdrafts.

OVERDRAFT PRIVILEGE allows you to overdraw your account up to the disclosed limit for a fee to pay a transaction. Even if you have Overdraft Protection, Overdraft Privilege is still available as secondary coverage if the other protection source is exhausted. **You currently have Overdraft Privilege STANDARD Coverage in the amount of %AccountLimitFormatted% on your account ending in %MaskedAccountNumber%.** Standard Coverage includes checks, ACH transactions (automatic debits), recurring debit card transactions, online bill pay items, teller window transactions, and telephone and internet banking transactions. Please review **What Else You Should Know** for other important information.

If you choose Overdraft Privilege Extended Coverage, ATM transactions and everyday debit card transactions will be included with the Standard Coverage transactions listed above.

If you would like to select Extended Coverage for future transactions:

- call us at (559) 226-8282
- complete the online consent form found at www.firstcalfcu.org
- visit any branch
- complete the consent form and mail it to us at 2525 E. Shields Ave, Fresno, CA 93726

If you want to discontinue Overdraft Privilege in its entirety, contact us at (559) 226-8282.

Sincerely,

Overdraft Privilege Manager

First California Federal Credit Union

Exhibit A2: Overdraft Privilege Kickoff, Compliance, and New Activation Letter – Business Accounts and Consumers with Extended Coverage

Date

[Name]

[Address 1]

[Address 2]

[City State, Zip]

New Activation Email Subject Line: First California Federal Credit Union New Overdraft Coverage Options

Kickoff Compliance Email Subject Line: First California Federal Credit Union: Important Overdraft Coverage Options

Dear Member,

First California Federal Credit Union understands that unexpected overdrafts occur from time to time – Overdraft Coverage can help.

OVERDRAFT COVERAGE OPTIONS

The choice is yours. Consider these ways to cover overdrafts:

- Overdraft Protection link to another deposit account you have at First California Federal Credit Union (\$5 fee per transfer)
- Overdraft Protection Quick Line of Credit (Subject to interest; subject to credit approval)
- Overdraft Privilege Standard or Extended Coverage (\$27 Overdraft Fee per item presented*)

****Per item presented means each time an item is presented, including re-presentation***

OVERDRAFT PROTECTION applies to all transactions and may help prevent overdrafts by automatically transferring funds to your checking account from a line of credit you have at First California Federal Credit Union for a fee or finance charge. Please note that overdraft lines of credit are subject to credit approval. Call us at (559) 226-8282, or come by a branch to sign up or apply for these services. Good account management is the best way to avoid overdrafts.

OVERDRAFT PRIVILEGE allows you to overdraw your account up to the disclosed limit for a fee to pay a transaction. Even if you have Overdraft Protection, Overdraft Privilege is still available as secondary coverage if the other protection source is exhausted. **You currently have Overdraft Privilege EXTENDED Coverage in the amount of %AccountLimitFormatted% on your account ending in %MaskedAccountNumber%.** Extended Coverage includes checks, ACH transactions (automatic debits), recurring debit card transactions, online bill pay items, teller window transactions, ATM transactions, everyday debit card transactions, and telephone and internet banking transactions. Please review **What Else You Should Know** for other important information.

If you have a consumer account, you have the option to request Standard Coverage, which includes all the transactions listed above except ATM and everyday debit card transactions. If you want to discontinue Overdraft Privilege in its entirety, contact us at (559) 226-8282.

Sincerely,

Overdraft Privilege Manager

First California Federal Credit Union

Exhibit A6: Annual Consumer Educational Disclosure Letter for Non- Accounts (OPTIONAL) (NEW)

Date

[Name]

[Address 1]

[Address 2]

[City State, Zip]

Email Subject Line: First California Federal Credit Union Overdraft Coverage Options

Dear Member,

First California Federal Credit Union understands that unexpected overdrafts occur from time to time, and we wanted to inform you of all options available for preventing and covering overdrafts, and important information about how Overdraft Fees and Return Item Fees are assessed. **This is not a notification that your account is overdrawn. This is additional information for you to use to manage your account.**

OVERDRAFT COVERAGE OPTIONS

The choice is yours. Consider these ways to cover overdrafts:

- Overdraft Protection link to another deposit account you have at First California Federal Credit Union (\$5 fee per transfer)
- Overdraft Protection Quick Line of Credit (Subject to interest; subject to credit approval)
- Overdraft Privilege Standard or Extended Coverage (\$27 Overdraft Fee per item presented*)

****Per item presented means each time an item is presented, including re-presentation***

OVERDRAFT PROTECTION applies to all transactions and may help prevent overdrafts by automatically transferring funds to your checking account from a line of credit you have at First California Federal Credit Union for a fee or finance charge. Please note that overdraft lines of credit are subject to credit approval. Call us at (559) 226-8282, or come by a branch to sign up or apply for these services. Good account management is the best way to avoid overdrafts.

OVERDRAFT PRIVILEGE allows you to overdraw your account up to the disclosed limit for a fee to pay a transaction. Even if you have Overdraft Protection, Overdraft Privilege is still available as secondary coverage if the other protection source is exhausted. Overdraft Privilege Standard Coverage includes checks, ACH transactions (automatic debits), recurring debit card transactions, online bill pay items, teller window transactions, and telephone and internet banking transactions. Overdraft Privilege Extended Coverage includes ATM and everyday debit card transactions in addition to those transactions included with Standard Coverage. Please review **What Else You Should Know** for other important information. Please also review the enclosed form for additional information regarding Extended Coverage.

Your account does not currently have Overdraft Privilege; however if you would like to learn more about Overdraft Privilege or any other overdraft coverage option, please contact us at (559) 226-8282.

Sincerely,

Overdraft Privilege Manager

First California Federal Credit Union

WHAT ELSE YOU SHOULD KNOW

- A link to **another account or line of credit** may be less expensive than an overdraft. A single larger overdraft will result in one fee, instead of multiple smaller overdrafts. Use our mobile, internet, and telephone banking services to track your balance. For financial education resources, please visit www.mymoney.gov.
- The \$27 Overdraft Fee that is charged if you **overdraw your account** is the same fee that is charged if an item is returned as unpaid. If multiple items overdraw your account on the same day, each item will be assessed an appropriate Overdraft Fee or a Return Item Fee of \$27. All fees and charges will be included as part of the Overdraft Privilege limit amount. Your account may become overdrawn more than the Overdraft Privilege limit amount because of a fee.
- **For consumer accounts, there is a limit of 10 Overdraft Fees (\$270) per day we will charge you for overdrawing your account.**
- **Recipients of federal or state benefits payments who do not wish us to deduct the amount overdrawn and the Overdraft Fee from funds that you deposit or that are deposited into your account may call us at (559) 226-8282 to discontinue Overdraft Privilege.**
- **If an item is returned because the Available Balance (as defined below) in your account is not sufficient to cover the item and the item is presented for payment again, First California Federal Credit Union ("We") may charge a Return Item Fee each time we return the item because it exceeds the Available Balance in your account. Because we may charge a Return Item Fee each time an item is presented, we may charge you more than one fee for any given item as a result of a returned item and re-presentation of the item. When we charge a Return Item Fee, the charge reduces the Available Balance in your account and may put your account into (or further into) overdraft. If, on re-presentation of the item, the Available Balance in your account is sufficient to cover the item we may pay the item, and, if payment causes an overdraft, charge an Overdraft Fee. We may use the terms "item" and "transaction" interchangeably.**
- This describes the posting order for purposes of determining overdrafts. Our general policy is to post items in the following order: 1) credits, 2) ATM and debit card transactions (in the order received), 3) ACH debits (low to high by dollar amount), 4) checks (check number order); however, because of the many ways we allow you to access your account, the posting order of individual items may differ from these general policies. Holds on funds (described herein) and the order in which transactions are posted may impact the total amount of Overdraft Fees or Return Item Fee assessed.
- Overdraft Privilege is not a line of credit; it is a discretionary overdraft service that can be withdrawn at any time without prior notice.
- 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.
- We may be obligated to pay some debit card transactions that are not authorized through the payment system but which we are required to pay due to the payment system rules, and as a result you may incur fees if such transactions overdraw your account. However, we will not authorize debit card or ATM transactions unless your account's Available Balance (including Overdraft Coverage Options) is sufficient to cover the transactions and any fee(s).
- Giving us your consent to pay everyday debit card and ATM overdrafts on your consumer account (Extended Coverage) may result in you incurring Overdraft Fees for transactions that we would otherwise be required to pay without assessing an Overdraft Fee. However, this would allow us to authorize transactions up to the amount of your Overdraft Privilege limit. If you consent to Extended Coverage on your consumer account, it will remain on your account until it is otherwise withdrawn.

Understanding your Available Balance: Your account has two kinds of balances: the Ledger Balance and the Available Balance.

- We authorize and pay transactions using the Available Balance.
- Your Ledger Balance reflects the full amount of all deposits to your account as well as payment transactions that have been posted to your account. It does not reflect checks you have written and are still outstanding or transactions that have been authorized but are still pending.
- Your Available Balance is the amount available to you to use for purchases, withdrawals, or to cover transactions. The Available Balance is your Ledger Balance, less any holds due to pending debit card transactions and holds on deposited funds.
- The balance used for authorizing checks, ACH items, and recurring debit card transactions is your Available Balance plus the amount of the Overdraft Privilege limit and any available Overdraft Protection.
- The balance used for authorizing ATM and everyday debit card transactions on accounts with Standard Coverage is your Available Balance plus any available Overdraft Protection but does NOT include the Overdraft Privilege limit.
- The balance used for authorizing ATM and everyday debit card transactions on accounts with Extended Coverage is your Available Balance plus any available Overdraft Protection and includes the Overdraft Privilege limit.
- Because your Available Balance reflects pending transactions and debit holds, your balance may appear to cover a transaction but later upon settlement it may not be sufficient to cover such transaction. In such cases, the transaction may further overdraw your account and be subject to additional overdraft fees. You should assume that any item which would overdraw your account based on your Available Balance may create an overdraft. Note that we may place a hold on deposited funds in accordance with our Deposit Account Agreement and Disclosure, which will reduce the amount in your Available Balance.
- Please be aware that the Overdraft Privilege amount is not included in your Available Balance provided through online banking, mobile banking or First California Federal Credit Union's ATMs.
- We will place a hold on your account for any authorized debit card transaction until the transaction settles (usually within two business days) or as permitted by payment system rules. In some cases, the hold may exceed the amount of the transaction. When the hold ends, the funds will be added to the Available Balance in your account. If your account is overdrawn after the held funds are added to the Available Balance and the transaction is posted to the Available Balance, an Overdraft Fee may be assessed.
- Except as described herein, we will not pay items if the Available Balance in your account (including the Overdraft Privilege limit, if applicable) is not sufficient to cover the item(s) and the amount of any fee(s).

Understanding Overdraft Privilege Limits

- New consumer checking accounts will receive a \$100 Introductory Overdraft Privilege limit at account opening that will be increased to \$250, \$500 or \$750 after 30 days in good standing for consumer accounts. Accounts will be reevaluated annually to determine if their Overdraft Privilege Limits should be adjusted.
- Overdraft Privilege may be reduced if you default on any loan or other obligation to us, your account becomes subject to any legal or administrative order or levy, or if you fail to maintain your account in good standing by not bringing your account to a positive balance within 30 days for a minimum of one business day. You must bring your account balance positive for at least one business day to have the full Overdraft Privilege limit reinstated.

If you have any questions about Overdraft Protection or Overdraft Privilege, please call us at (559) 226-8282 or visit a branch.

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:

1. We have standard overdraft practices that come with your account.
2. We also offer overdraft protection plans, such as a link to another account or a Quick Line of Credit, which may be less costly 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 will not authorize and pay overdrafts for the following types of transactions without your consent.

- ATM transactions
- Everyday debit card transactions

We 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 First California Federal Credit Union pays my overdraft?**

Under our standard overdraft practices:

- We will charge you a fee of up to **\$27** each time we pay an overdraft.
- **There is a limit of \$270 per day on the total fees we can charge you for overdrawing your account**
- **What if I want First California Federal Credit Union to authorize and pay overdrafts on my ATM and everyday debit card transactions?**

If you want us to authorize and pay overdrafts on ATM and everyday debit card transactions, call (559) 226-8282, visit our website at www.firstcalfcu.org, email us at email address / send us a secure message through online banking, complete the form below and present it at a branch or mail it to: 2525 E. Shields Ave, Fresno, CA 93726. You can revoke your authorization for First California Federal Credit Union to pay these overdrafts at any time by any of the above methods. Your revocation must include both your name and the last 4 digits of your account number so that we can properly identify your account.

_____ **I do not** want First California Federal Credit Union to authorize and pay overdrafts on my ATM and everyday debit card transactions.

_____ **I want** First California Federal Credit Union to authorize and pay overdrafts on my ATM and everyday debit card

transactions.

Printed Name: _____

Date: _____

Account Number: _____

Exhibit B2: Overdraft Coverage Disclosure

(Alternative to Overdraft Coverage Brochure to include with account opening documents)

OVERDRAFT COVERAGE OPTIONS: OVERDRAFT PROTECTION AND Overdraft Privilege

First California Federal Credit Union understands that unexpected overdrafts occur from time to time – Overdraft Coverage can help.

Overdraft Coverage Options

The choice is yours. Consider these ways to cover overdrafts:

| Service | Cost |
|---|--|
| Overdraft Protection link to another deposit account you have at First California Federal Credit Union¹ | \$5 fee per transfer |
| Overdraft Protection Quick Line of Credit^{1, 2} | Subject to interest; subject to credit approval |
| Overdraft Privilege Standard or Extended Coverage | \$27 Overdraft Fee per item presented*. |

¹Call us at (559) 226-8282, or come by a branch to sign up or apply for these services; ²Subject to credit approval.

****Per item presented means each time an item is presented, including re-presentation***

Overdraft Protection applies to all transactions and may help prevent overdrafts by automatically transferring funds to your checking account from a line of credit you may have at First California Federal Credit Union for a fee or finance charge. Please note that overdraft lines of credit are subject to credit approval.

Overdraft Privilege allows you to overdraw your account up to the disclosed limit for a fee to pay a transaction. Even if you have Overdraft Protection, Overdraft Privilege is still available as secondary coverage if the other protection source is exhausted. Please review ***What Else You Should Know*** for other important information.

| Transactions Covered with Overdraft Privilege | Standard Coverage (No action required) | Extended Coverage (Your consent required on consumer accounts) * | |
|---|--|---|--|
| Checks | X | X | |
| ACH – Automatic Debits | X | X | |
| Recurring Debit Card Transactions | X | X | If you would like to select Extended Coverage for future transactions: |
| Online Bill Pay Items | X | X | <ul style="list-style-type: none"> ● call us at (559) 226-8282 ● complete the online consent form found at www.firstcalfcu.org ● visit any branch ● complete a consent form and mail it to us at 2525 E. Shields Ave, Fresno, CA 93726 ● email us at email address / send us a secure message through online banking |
| Internet Banking Transfers | X | X | |
| Telephone Banking | X | X | |
| Teller Window Transactions | X | X | |
| ATM Transactions | | X* | |
| Everyday Debit Card Transactions | | X* | |

*If you choose Extended Coverage on your consumer account, **ATM transactions and everyday debit card transactions** will be included with the transactions listed under Standard Coverage. If you already have Overdraft Privilege Extended Coverage, it is not necessary to request it again.

If you want to discontinue Overdraft Privilege in its entirety, contact us at (559) 226-8282.

Exhibit D1: Extended Coverage Confirmation Letter

Date

Name

Address 1

Address 2

City, State, ZIP

**Confirmation of EXTENDED COVERAGE for
ATM and Everyday Debit Card Overdrafts**

Dear Member,

This is to confirm that First California Federal Credit Union has received your authorization to pay overdrafts on ATM and everyday debit card transactions for your account ending in **%MaskedAccountNumber%** and to charge an Overdraft Fee of \$27 to your account for each ATM or everyday debit card transaction that creates an overdraft. **There is a limit** of 10 Overdraft Fees (\$270) per day we will charge to your account.

Please note, you do not have access to Extended Coverage unless Overdraft Privilege is active on your account.

If you want to revoke your authorization for us to pay these overdrafts, call us at (559) 226-8282, visit our website at www.firstcalfcu.org and [change your Account Preferences], come by a branch, mail a revocation of consent to 2525 E. Shields Ave, Fresno, CA 93726. Your revocation must include both your name and the last 4 digits of your account number so that we can properly identify your account.

Exhibit D2: Extended Coverage Revocation Confirmation Letter (Optional)

Date

Name

Address 1

Address 2

City, State, ZIP

EXTENDED COVERAGE Revocation Confirmation for ATM and Everyday Debit Card Overdrafts

Dear Member,

Thank you for your account with us. This notice serves as confirmation of your decision to revoke or decline First California Federal Credit Union's Overdraft Privilege Extended Coverage for everyday debit card and ATM transactions occurring on your account ending in **%MaskedAccountNumber%**.

What this means for you:

- If your ATM or debit card point-of-sale transaction is greater than the Available Balance in your account, your card **will likely be declined**. It is your responsibility to keep track of your account balance.
- **We will not authorize ATM or everyday debit card transactions if the Available Balance to approve transactions in your account is not sufficient unless you have given us your consent to pay overdrafts for these transactions; however, under payment system rules, we may be obligated to pay some debit card transactions that may overdraw your account.**
- We will continue to pay overdraft transactions occurring by check or electronic payment at our discretion.
- You can change your decision at any time. To reinstate Extended Coverage for your ATM and everyday debit card transactions, please call us at (559) 226-8282, visit our website at www.firstcalfcu.org, come by a branch, or mail us a letter to 2525 E. Shields Ave, Fresno, CA 93726.

We appreciate your decision and your communication with us, and we're proud to be your financial partner. Thank you for thinking carefully about your banking and spending habits.

If you have any questions about our Extended Coverage for ATM or everyday debit card transactions, you may contact us at (559) 226-8282.

Exhibit F1: Day 1 Email/Letter

Email Subject Line: Important Information About your First California Federal Credit Union Account

This notice is to inform you that your account ending in **%MaskedAccountNumber%** has been overdrawn since **%AccountOverdraft%** and has a balance of **%AccountBalance%** that needs to be brought to a positive status. Please be sure to verify your current balance, as it may have changed. Please contact us at (559) 226-8282 or make a deposit to bring your account balance positive.

Any item (check, ACH, or other electronic transaction) that is initially returned to the payee because the Available Balance in your account was not sufficient to cover the item can be re-presented by the payee for payment multiple times, which is beyond our control. We will charge a[n] Overdraft Fee or Return Item Fee regardless of the number of times an item is presented to us for payment against insufficient funds, and regardless of whether we pay or return the item.

Your account may be closed if the balance is not brought positive within 45 days of the date it became overdrawn.

Thank you for your continued business.

Note: If your account is currently in a positive status, please disregard this email.

Exhibit F2: NSF Notice with Re-Presentation Language for Quick Letters (Optional)

Email Subject Line: Important Information About your First California Federal Credit Union Account

Date

Inside Address1

Inside Address2

City, State ZIP

Dear Member:

This notice is to inform you that your account ending in **%MaskedAccountNumber%** has been overdrawn since **%AccountOverdraft%** and has a balance of **%AccountBalance%** that needs to be brought to a positive status. Please be sure to verify your current balance, as it may have changed. Please contact us at (559) 226-8282 or make a deposit to bring your account balance positive.

Any item (check, ACH, or other electronic transaction) that is initially returned to the payee because the Available Balance in your account was not sufficient to cover the item can be re-presented by the payee for payment multiple times, which is beyond our control. We will charge a[n] Overdraft Fee or Return Item Fee regardless of the number of times an item is presented to us for payment against insufficient funds, and regardless of whether we pay or return the item.

Your account may be closed if the balance is not brought positive within 45 days of the date it became overdrawn.

Thank you for your continued business.

Note: If your account is currently in a positive status, please disregard this email.

Exhibit G: First Use Letter

Email Subject Line: Important Information About your First California Federal Credit Union Account

Date

Inside Address1

Inside Address2

City, State ZIP

Dear Member:

As a first-time user of our Overdraft Privilege service, we would like to take this opportunity to remind you that, as with all overdrawn accounts, the outstanding balance must be covered by a deposit as soon as possible. Reminders will be sent periodically until the balance is cleared. Your account ending in **%MaskedAccountNumber%** has been overdrawn since **%AccountOverdraft%** and has a balance of **%AccountBalance%** that needs to be brought to a positive status. Please be sure to verify your current balance, as it may have changed.

Overdraft Privilege is automatically available for checks, ACH transactions (automatic debits), recurring debit card transactions, online bill pay items, teller window transactions, and telephone and internet banking transactions. If you would like to discontinue the Overdraft Privilege service, please contact Member Service at (559) 226-8282. Should an overdraft occur, your account will be charged the standard Overdraft Fee of \$27 for each item that is paid by the discretionary Overdraft Privilege, including re-presentation. Please review the **What Else You Should Know** for other important information.

We will only approve and pay overdrafts for ATM and everyday debit card transactions (Extended Coverage) if you ask us to by one of the following methods: complete and return the enclosed consent form, complete the online consent form on our website www.firstcalfcu.org, or call or come by one of our convenient branch locations. If you have already asked us to approve and pay overdrafts on ATM and everyday debit card transactions prior to receiving this notice, it is not necessary to do so again.

Keep in mind that we also offer the following Overdraft Protection plan(s), which may be less costly than our standard overdraft practices and may help prevent your account from becoming overdrawn.

- Overdraft Protection link to another deposit account you have at First California Federal Credit Union (\$5 fee per transfer)
- Overdraft Protection Quick Line of Credit (Subject to interest; subject to credit approval)

Call us at (559) 226-8282, or come by a branch to sign up or apply for Overdraft Protection services.

If you already have other forms of Overdraft Protection, Overdraft Privilege will only be used after these resources are exhausted.

Sincerely,

Overdraft Privilege Manager

First California Federal Credit Union

Exhibit H1: Notice/Email - 10 Days OD

For email version, Subject Line: First California Federal Credit Union Alert – Please Review Your Account Information

Date

Inside Address1

Inside Address2

City, State ZIP

Dear Member,

Thank you for your account with us! This is just a reminder that your account ending in **%MaskedAccountNumber%** has been overdrawn since **%AccountOverdraft%** and has a balance of **%AccountBalance%** that needs to be brought to a positive status. Please be sure to verify your current balance, as it may have changed. Please contact us at (559) 226-8282 or make a deposit to bring your account balance positive.

If your account is overdrawn for 30 consecutive calendar days, any Overdraft Privilege limit may be reduced. You must bring your account balance positive for at least one business day to have the full Overdraft Privilege limit reinstated. Your account may be closed if the balance is not brought positive within 45 days of the date it became overdrawn.

Thank you for your continued business.

Sincerely,

Overdraft Privilege Manager

First California Federal Credit Union

Note: If your account is currently in a positive status, please disregard this notice.

Exhibit H2: Notice/Email - 10 Days OD Non ODP

For email version, Subject Line: First California Federal Credit Union Alert – Please Review Your Account Information

Date

Inside Address1

Inside Address2

City, State ZIP

Dear Member,

Thank you for your account with us! This is just a reminder that your account ending in **%MaskedAccountNumber%** has been overdrawn since **%AccountOverdraft%** and has a balance of **%AccountBalance%** that needs to be brought to a positive status. Please be sure to verify your current balance, as it may have changed. Please contact us at (559) 226-8282 or make a deposit to bring your account balance positive.

Your account may be closed if the balance is not brought positive within 45 days of the date it became overdrawn.

To learn about options to avoid overdrafts, please call us or visit www.firstcalfcu.org for Overdraft Coverage Options.

Thank you for your continued business.

Sincerely,

Overdraft Privilege Manager

First California Federal Credit Union

Note: If your account is currently in a positive status, please disregard this notice.

Exhibit 11: 20-Day Letter/Email

For email version, Subject Line: First California Federal Credit Union Alert – Please Review Your Account Information

Date

Inside Address1

Inside Address2

City, State ZIP

Dear Member:

Our records indicate that your account ending in **%MaskedAccountNumber%** has been overdrawn since **%AccountOverdraft%** and has a balance of **%AccountBalance%** that needs to be brought to a positive status. Please be sure to verify your current balance, as it may have changed. You must bring your account to a positive balance within a 30 day period for at least one business day and maintain your account in good standing to continue to receive the full Overdraft Privilege limit. Otherwise, your Overdraft Privilege limit will be reduced, resulting in the possibility of your ATM or everyday debit card transactions being declined or the inconvenience of checks or ACH items being returned. This may expose you to fees assessed by merchants to whom those items are returned. If you currently have Extended Coverage and your limit is suspended, you will have to give consent again for Extended Coverage when your limit is reinstated.

If this does not agree with your records, please contact us immediately at (559) 226-8282.

If you are unable to deposit funds into your account for some reason, please contact us and we will try to assist you in resolving this matter. You are a valued member and we want to assist you in any way we can to ensure your account remains in good standing with us.

Sincerely,

Overdraft Privilege Manager

First California Federal Credit Union

Note: If your account is currently in a positive status, please disregard this notice.

Exhibit I2: 20-Day Non-ODP Letter/Email

For email version, Subject Line: First California Federal Credit Union Alert – Please Review Your Account Information

Date

Inside Address1

Inside Address2

City, State ZIP

Dear Member:

Our records indicate that your account ending in **%MaskedAccountNumber%** has been overdrawn since **%AccountOverdraft%** and has a balance of **%AccountBalance%** that needs to be brought to a positive status. Please be sure to verify your current balance, as it may have changed. If this does not agree with your records, please contact us immediately at (559) 226-8282.

If you are unable to deposit funds into your account for some reason, please contact us and we will try to assist you in resolving this matter. You are a valued member and we want to assist you in any way we can to ensure your account remains in good standing with us.

Sincerely,

Overdraft Privilege Manager

First California Federal Credit Union

Note: If your account is currently in a positive status, please disregard this notice.

Exhibit J1: 30-Day Letter/Email

For email version, Subject Line: First California Federal Credit Union Alert – Please Review Your Account Information

Date

Inside Address1

Inside Address2

City, State ZIP

Dear Member,

Our records indicate that your account ending in **%MaskedAccountNumber%** has been overdrawn since **%AccountOverdraft%** and has a balance of **%AccountBalance%** that needs to be brought to a positive status. Please be sure to verify your current balance, as it may have changed. Since you have been overdrawn in excess of 30 days, we must reduce the Overdraft Privilege on your account to \$100.

You must bring your account balance positive for at least one business day to have the full Overdraft Privilege limit reinstated.

We may report information about your account to ChexSystems.

If the account information listed above does not agree with your records, please contact us immediately.

If you are unable to bring your account to a positive balance for some reason, please contact us at (559) 226-8282 and we will try to assist you in resolving this matter. We may be able to establish a schedule to allow you to bring your account back into good standing while continuing to meet other obligations you may have.

We urge you to take advantage of this additional service and to continue your relationship with First California Federal Credit Union.

Sincerely,

Overdraft Privilege Manager

First California Federal Credit Union

Note: If your account is currently in a positive status, please disregard this notice.

Exhibit J2: 30-Day Non-ODP Letter/Email

For email version, Subject Line: First California Federal Credit Union Alert – Please Review Your Account Information

Date

Inside Address1

Inside Address2

City, State ZIP

Dear Member,

Our records indicate that your account ending in **%MaskedAccountNumber%** has been overdrawn since **%AccountOverdraft%** and has a balance of **%AccountBalance%** that needs to be brought to a positive status. Please be sure to verify your current balance, as it may have changed.

We may report information about your account to ChexSystems.

If the account information listed above does not agree with your records, please contact us immediately.

If you are unable to bring your account to a positive balance for some reason, please contact us at (559) 226-8282 and we will try to assist you in resolving this matter. We may be able to establish a schedule to allow you to bring your account back into good standing while continuing to meet other obligations you may have.

We urge you to take advantage of this additional service and to continue your relationship with First California Federal Credit Union.

Sincerely,

Overdraft Privilege Manager

First California Federal Credit Union

Note: If your account is currently in a positive status, please disregard this notice.

Exhibit K: Overdraft Privilege Limit Removed Other Reason Letter/Email

For email version, Subject Line: First California Federal Credit Union Alert – Important Account Information

Date

Inside Address1

Inside Address2

City, State ZIP

Dear Member,

IMPORTANT! We have removed the Overdraft Privilege limit on your account ending in **%MaskedAccountNumber%** either because you requested to discontinue the Overdraft Privilege or your account no longer meets the Overdraft Privilege criteria.

Removing the Overdraft Privilege limit from your account means that we will not intentionally pay your overdrafts. Your insufficient checks, ACH and other recurring debits may be returned, and you will be charged our Return Item Fee of \$27. If an ATM or debit card transaction exceeds the balance to approve transactions in your account, it may be declined. If you currently have Extended Coverage and your limit is suspended, you will have to give consent again for Extended Coverage when your limit is reinstated.

Please contact us at (559) 226-8282 if you want to restore Overdraft Privilege on your account or to discuss steps you may be able to take to have your Overdraft Privilege limit reinstated. Please keep in mind that we also offer overdraft protection plans, such as a link to another account (\$5 fee per transfer) or an Overdraft Protection Line of Credit (subject to interest; subject to credit approval), which may be less costly.

If you have questions or need help, please contact us. You are a valued account holder, and we want to assist you in any way we can.

Sincerely,

Overdraft Privilege Manager

First California Federal Credit Union

Exhibit L1: Heavy User Counseling Letter/Email

Date

Inside Address1

Inside Address2

City, State ZIP

Dear Member,

In light of your recent use of our Overdraft Privilege program, we want to provide you with information about other Overdraft Protection options and to inform you about other services that may address your occasional overdraft needs.

The best way to avoid Overdraft Fees and Return Item Fees is to:

- Keep your check register up to date
- Check your account balance using our Mobile Banking and Internet Banking services
- Set up low balance alerts through our Mobile Banking and/or Internet Banking services
- Record your ATM and Point-of-Sale or debit card transactions when they are made
- Don't forget about automatic bill payments
- Review and reconcile your account statements each month

Sometimes mistakes happen, but if you do overdraw your account, deposit funds into the account as soon as possible to cover the overdrawn balance. This will help you avoid additional overdrafts and fees.

We also offer Overdraft Protection services to cover your overdrafts, such as by linking your checking account to another account you have with us or by applying for a line of credit. One of these options may be less costly than the Overdraft Fee of \$27 or Return Item Fee of \$27. If you have any questions about our Overdraft Privilege program, wish to discontinue having Overdraft Privilege cover future transactions, or would like to obtain information about our other Overdraft Protection services, please contact our Overdraft Privilege Manager at (559) 226-8282.

For additional financial education resources, please visit www.mymoney.gov.

Sincerely,

Overdraft Privilege Manager

First California Federal Credit Union

Exhibit L2: Heavy User Counseling Letter with Tear Off (NEW)

Date

Inside Address1

Inside Address2

City, State ZIP

Dear Member,

Given your frequent use of our Overdraft Privilege program, we are contacting you today to provide you with information about overdraft protection options. We would like to help you avoid the current fees you are paying for overdraft items.

How can you reduce fees and still cover overdrafts?

1. Consider your current overdraft coverage arrangement, maybe Overdraft Privilege is not the right fit for your needs. Now is the perfect time for you to review your options and consider switching to a less expensive service.

We can help. The best way to get started is to simply take a minute to complete the bottom portion of this letter and return it to us using the enclosed business-reply envelope. In response, we will take prompt action to follow-up with your preferences.

2. Take control of your finances and put these money-saving tips into action.

- Keep track of how much money you have in your account by keeping your check register up-to-date.
- Check your account balance using our Mobile Banking and Internet Banking services.
- Set up low balance alerts through our Mobile Banking and/or Internet Banking services to alert you when your balance falls below a certain threshold.
- Record your ATM, point-of-sale and debit card transactions when they are made.
- Remember to record automatic bill payments made from your account.
- Review and reconcile your account statements each month.

3. Learn how other services we offer can cover your overdrafts, such as linking your checking account to another account with First California Federal Credit Union, or by applying for a line of credit. These options are less expensive than the Overdraft Fee.

We are interested in helping you avoid overdrafts and ready to help you in any way we can. Please complete the form below and return it to us in the enclosed envelope within the next seven business days so we can work with you to prevent Overdraft Fees as soon as possible. If we do not receive a response, we will consider this your affirmative consent to continue to use Overdraft Privilege.

If you have any questions in the meantime, please contact us at (559) 226-8282.

Account Number Ending In: %MaskedAccountNumber% **Account Holder Name:** %AccountName%

Call me to discuss a way to link another product to my checking account that may eliminate future Overdraft Fees.

I can be reached at this phone number _____ and the best time to call is _____.

Please discontinue my Overdraft Privilege.

Please continue to allow me to use my Overdraft Privilege. I am aware First California Federal Credit Union, offers ways to reduce overdraft fees and am not interested at this time. I understand and accept that I am paying Overdraft Fees and may continue to incur these fees in the future.

Signature of Account HolderDate

Exhibit M1: ODP Reinstatement/Limit Increase Letter/Email – Standard Coverage

Email subject line: First California Federal Credit Union Important Account Information

Date

Inside Address1

Inside Address2

City, State ZIP

Dear Member:

We are reinstating the Overdraft Privilege limit of **%AccountLimitFormatted%** on your account ending in **%MaskedAccountNumber%**. If you previously had Extended Coverage and your limit was suspended, you will have to give consent again for Extended Coverage when your limit is reinstated. See additional details below.

Remember – First California Federal Credit Union offers several Overdraft Coverage Options for covering overdrafts:

- Overdraft Protection link to another deposit account you have at First California Federal Credit Union (\$5 fee per transfer)
- Overdraft Protection Line of Credit (Subject to interest; subject to credit approval)
- Overdraft Privilege Standard or Extended Coverage (\$27 Overdraft Fee per item presented*)

****Per item presented means each time an item is presented, including re-presentation.***

OVERDRAFT PROTECTION applies to all transactions and may help prevent overdrafts by automatically transferring funds to your checking account from a of line of credit you have at First California Federal Credit Union for a fee or finance charge. Please note that overdraft lines of credit are subject to credit approval. Call us at (559) 226-8282, come by a branch to sign up or apply for these services.

Overdraft Privilege allows you to overdraw your account up to the disclosed limit for a fee to pay a transaction. Even if you have Overdraft Protection, Overdraft Privilege is still available as secondary coverage if the other protection source is exhausted. Please review **What Else You Should Know** for other important information.

Your account has Overdraft Privilege STANDARD Coverage, which includes checks, ACH transactions (automatic debits), recurring debit card transactions, online bill pay items, teller window transactions, and telephone and internet banking transactions. If you choose Overdraft Privilege Extended Coverage, ATM transactions and everyday debit card transactions will be included with the Standard Coverage transactions listed above.

If you would like to select Extended Coverage for future transactions:

- call us at (559) 226-8282
- complete the online consent form found at www.firstcalfcu.org
- visit any branch
- complete the enclosed consent form and mail it to us at 2525 E. Shields Ave, Fresno, CA 93726

If you want to discontinue Overdraft Privilege in its entirety, contact us at (559) 226-8282.

Sincerely,

Overdraft Privilege Manager

First California Federal Credit Union

Exhibit M2: ODP Reinstatement Letter – Extended Coverage

Email subject line: First California Federal Credit Union Important account information

Date

Inside Address1

Inside Address2

City, State ZIP

Dear Member,

We are reinstating the Overdraft Privilege limit of **%AccountLimitFormatted%** on your account ending in **%MaskedAccountNumber%**. Accordingly, we may approve debit card transactions within your Overdraft Privilege limit, and if you overdraw your account using your debit card, we will charge a fee for those overdrafts.

Remember – First California Federal Credit Union offers several Overdraft Coverage Options for covering overdrafts:

- Overdraft Protection link to another deposit account you have at First California Federal Credit Union (\$5 fee per transfer)
- Overdraft Protection Quick Line of Credit (Subject to interest; subject to credit approval)
- Overdraft Privilege Standard or Extended Coverage (\$27 Overdraft Fee per item presented*)

****Per item presented means each time an item is presented, including re-presentation***

OVERDRAFT PROTECTION applies to all transactions and may help prevent overdrafts by automatically transferring funds to your checking account from a line of credit you have at First California Federal Credit Union for a fee or finance charge. Please note that overdraft lines of credit are subject to credit approval. Call us at (559) 226-8282, or come by a branch to sign up or apply for these services.

Overdraft Privilege allows you to overdraw your account up to the disclosed limit for a fee to pay a transaction. Even if you have Overdraft Protection, Overdraft Privilege is still available as secondary coverage if the other protection source is exhausted. Please review **What Else You Should Know** for other important information.

Your account has Overdraft Privilege EXTENDED Coverage, which includes checks, ACH transactions (automatic debits), recurring debit card transactions, online bill pay items, ATM transactions, everyday debit card transactions, and teller, telephone banking, and internet banking transactions.

If you have a consumer account, you have the option to request Standard Coverage, which includes all the transactions listed above, except ATM and everyday debit card transactions. If you want to discontinue Overdraft Privilege in its entirety, contact us at (559) 226-8282.

Sincerely,

Overdraft Privilege Manager

First California Federal Credit Union

Exhibit N: Did Not Answer Email (Optional)

For email version, Subject Line: First California Federal Credit Union Alert- Important Account Information

NOTE: This can be emailed to members that are not reachable via phone.

Thank you for your account with us! We tried to call you today, but we were unable to reach you. This is just a reminder that your account ending in **%MaskedAccountNumber%** has been overdrawn since **%AccountOverdraft%** and has a balance of **%AccountBalance%** that needs to be brought to a positive status. Please be sure to verify your current balance, as it may have changed. Please contact us at (559) 226-8282 or make a deposit to bring your account balance positive. Please also be sure that we have your latest contact information, including your phone number and mailing address.

Remember, if your account is overdrawn for 30 consecutive calendar days, your Overdraft Privilege limit may be reduced. You must bring your account balance positive for at least one business day to have your full Overdraft Privilege limit reinstated. Your account may be closed if the balance is not brought positive within 45 days of the date it became overdrawn.

We value your relationship and want to do everything we can to assist you with bringing your account balance positive.

Thank you for your continued business.

Sincerely,

Overdraft Privilege Manager

First California Federal Credit Union

Note: If your account is currently in a positive status, please disregard this email.

Exhibit O: Declined ATM/POS Outbound Sample Letter

Email subject line: First California Federal Credit Union Important Account Information

[Name]

[Address 1]

[Address 2]

[City State, Zip]

Dear Member,

We are writing to tell you that we noticed you had a debit card transaction declined recently on your account ending in **%MaskedAccountNumber%**. First California Federal Credit Union offers several Overdraft Coverage Options that can help you avoid having your debit card unexpectedly declined.

OVERDRAFT COVERAGE OPTIONS

The choice is yours. Consider these ways to cover overdrafts:

- Overdraft Protection link to another deposit account you have at First California Federal Credit Union (\$5 fee per transfer)
- Overdraft Protection Line of Credit (Subject to interest; subject to credit approval)
- Overdraft Privilege Standard or Extended Coverage (\$27 Overdraft Fee per item presented*)

****Per item presented means each time an item is presented, including re-presentation***

OVERDRAFT PROTECTION applies to all transactions and may help prevent overdrafts by automatically transferring funds to your **checking account from a line of credit you have at First California Federal Credit Union for a fee or finance charge**. Please note that overdraft lines of credit are subject to credit approval. Call us at (559) 226-8282, or come by a branch to sign up or apply for these services.

Overdraft Privilege allows you to overdraw your account up to the disclosed limit for a fee to pay a transaction. Even if you have Overdraft Protection, Overdraft Privilege is still available as secondary coverage if the other protection source is exhausted. **You currently have STANDARD Overdraft Privilege Coverage in the amount of %AccountLimitFormatted% on your account ending in %MaskedAccountNumber%.** Standard Coverage includes checks, ACH transactions (automatic debits), recurring debit card transactions, online bill pay items, teller window transactions, and telephone and internet banking transactions. Please review **What Else You Should Know** for other important information.

If you want to extend Overdraft Privilege to cover ATM transactions and everyday debit card transactions (Extended Coverage), please:

- call us at (559) 226-8282
- visit any branch
- complete the Consent Form and mail it to us at 2525 E. Shields Ave, Fresno, CA 93726

If you want to discontinue Overdraft Privilege in its entirety, contact us at (559) 226-8282.

Sincerely,

Overdraft Privilege Manager

First California Federal Credit Union

Exhibit P: Charged Off Account Offer Letter (Optional Letter)

Date

Inside Address1

Inside Address2

City, State ZIP

Dear Member:

We at First California Federal Credit Union greatly appreciate you having had an account with us in the past. We would now like to take the opportunity to tell you about how you can open a new checking account with us, even though you have had a previously charged off account.

Benefits of this offer:

- Collection efforts from third parties on behalf of First California Federal Credit Union would cease on the previous account...no more collection letters and calls
- Amount that you owe reduced significantly
- You have the advantage of having a checking account current, which can allow you to safely receive direct deposits in the future or re-establish a banking relationship
- Records on ChexSystems, TeleCheck, and other credit reporting agencies will be updated to show your charge off with us as "paid in full"

Member Name: _____

Charged Off Account Number: _____

Charged Off Amount: _____

AMOUNT WE WILL ACCEPT AS PAID IN FULL: _____

As you can see, this is a tremendous offer and can save you a significant amount of money, as well as help you re-establish a healthy financial relationship with us.

To learn more about this special offer, please contact me at (559) 226-8282 to re-establish your account relationship with First California Federal Credit Union.

Sincerely,

Overdraft Privilege Manager

First California Federal Credit Union

Exhibit Q. Notice of Returned Email (Optional Letter)

Date

Inside Address1

Inside Address2

City, State ZIP

Dear Member:

Thank you for your account with us. We are writing to let you know that we sent an email to you recently relative to your account ending in %MaskedAccountNumber%, but the email was returned as undeliverable.

Please provide us with a valid email address if you would like to receive future communications electronically.

Sincerely,

Overdraft Privilege Manager

First California Federal Credit Union

Overdraft Policy

It is First California Federal Credit Union's policy to utilize the JMFA Overdraft Privilege® program to manage members' checking accounts and build good relationships with member using the service. However, when a member exceeds their privilege limit, our policy is not to permit further overdrafts. Under certain circumstances, because of technical problems or member relations, it may be necessary, or First California Federal Credit Union ("We") may choose to make an exception to this policy. The CEO will have the authority and responsibility for approving all overdraft accounts exceeding \$_____. Vice Presidents will have authority and responsibility for approving all overdrafts exceeding the member's Overdraft Privilege limit up to \$_____. We will disclose and charge a fee of \$27 per item paid into overdraft. This is the same fee that is charged for items that are returned. It is our policy that these overdrafts must be covered within 30 days of the first occurrence of an overdraft or the privilege limits may be reduced. Members will be notified of such occurrences.

The Board of Directors OR executive committee from time to time will set a cap on the total dollar amount of all overdrafts consistent with First California Federal Credit Union's ability to absorb losses; at present the limit established is \$_____. If total overdrafts exceed [X percent] of this amount, we will monitor total overdrafts on a daily basis. If total overdrafts exceed [Y percent] of this amount, we will begin to limit total overdrafts to assure that total overdrafts do not exceed this limit.

It is our policy to allow employees to participate in the Overdraft Privilege program on the same basis as all other members. Fees will be charged for these overdrafts at management's discretion. Officers and Directors who are identified as insiders will be excluded from participation in the program as will any of their associated accounts.

Upon each occurrence of an overdraft, We will immediately notify the member by mail of the negative balance of the account and all fees assessed. The Overdraft Privilege Manager will utilize periodic mail and/or telephone contact with the member in order to bring the account to a positive balance. All accounts that remain in a negative status will be charged off by the 45 day or sooner if deemed to be uncollectible. We will endeavor to identify heavy users and contact them to see if they qualify for any other program or solution available. We will counsel with willing heavy users on appropriate money management techniques that would avoid frequent overdrafts.

Decisions to approve overdrafts which exceed the member's Overdraft Privilege limit shall not be made based on a prohibited basis (e.g., race, color, national origin, sex, marital status, [military status, sexual orientation], or age).

Exhibit B1: Overdraft Coverage Brochure Customization Request Form

JMFA Overdraft Coverage Brochure Customization Request Form

To request a customized print-ready file of the *Overdraft Coverage Options* brochure please contact your Relationship Manger or Implementation Manager.

- Copy/verbiage will be customized based on your program details.
- A high-resolution logo file will be needed. Preferred file format is an EPS file. If EPS is not available, then JPG or TIF file formats are accepted. Recommended minimum resolution for print is 300 dpi.
- Depositor Insurance and other logos may be included upon request.
- Length of time to provide a final file is dependent on approvals and additional modifications.

*Below are samples of the brochure layout and copy/verbiage.

SAMPLE BROCHURE LAYOUT

WHAT ELSE DO YOU NEED TO KNOW? **Overdraft Protection** is a service that allows you to borrow money from your bank's line of credit when you need it. It's a loan that you can use to cover a check or debit card transaction that overdraws your account. **Overdraft Protection** is a service that allows you to borrow money from your bank's line of credit when you need it. It's a loan that you can use to cover a check or debit card transaction that overdraws your account.

Overdraft Protection is a service that allows you to borrow money from your bank's line of credit when you need it. It's a loan that you can use to cover a check or debit card transaction that overdraws your account. **Overdraft Protection** is a service that allows you to borrow money from your bank's line of credit when you need it. It's a loan that you can use to cover a check or debit card transaction that overdraws your account.

Overdraft Protection is a service that allows you to borrow money from your bank's line of credit when you need it. It's a loan that you can use to cover a check or debit card transaction that overdraws your account. **Overdraft Protection** is a service that allows you to borrow money from your bank's line of credit when you need it. It's a loan that you can use to cover a check or debit card transaction that overdraws your account.

Overdraft Protection is a service that allows you to borrow money from your bank's line of credit when you need it. It's a loan that you can use to cover a check or debit card transaction that overdraws your account. **Overdraft Protection** is a service that allows you to borrow money from your bank's line of credit when you need it. It's a loan that you can use to cover a check or debit card transaction that overdraws your account.



SAMPLE COPY/VERBIAGE

BROCHURE COVER:

OVERDRAFT COVERAGE OPTIONS: OVERDRAFT PROTECTION AND OVERDRAFT PRIVILEGE

[Financial institution and depositor insurance logos to be included on outside cover]

BROCHURE COPY:

First California Federal Credit Union understands that unexpected overdrafts occur from time to time – Overdraft Coverage can help.

WHAT ARE MY Overdraft COVERAGE OPTIONS?

The choice is yours. Consider these ways to cover overdrafts:

Life Support Financial Institution understands that unexpected overdrafts occur from time to time – overdraft coverage can help.

WHAT ARE MY OVERDRAFT COVERAGE OPTIONS?

The choice is yours. Consider these ways to cover overdrafts:

Overdraft Protection is a service that allows you to borrow money from your bank's line of credit when you need it. It's a loan that you can use to cover a check or debit card transaction that overdraws your account.

Overdraft Privilege is a service that allows you to borrow money from your bank's line of credit when you need it. It's a loan that you can use to cover a check or debit card transaction that overdraws your account.

WHAT TYPES OF TRANSACTIONS DOES OVERDRAFT PROTECTION COVER?

| Transaction Type | Overdraft Protection | Overdraft Privilege |
|-------------------------|----------------------|---------------------|
| ATM Withdrawals | Yes | Yes |
| Debit Card Transactions | Yes | Yes |
| Check Transactions | Yes | Yes |
| ACH Transfers | Yes | Yes |
| Direct Deposits | Yes | Yes |
| Bill Payments | Yes | Yes |
| Recurring Payments | Yes | Yes |
| Other Transactions | Yes | Yes |

WHAT IF I DON'T WANT OVERDRAFT PROTECTION?

You can choose not to have overdraft protection. If you do, you'll be responsible for covering any overdrafts that occur. You may also be charged a fee for each overdraft.

WHAT IF I DON'T WANT OVERDRAFT PRIVILEGE?

You can choose not to have overdraft privilege. If you do, you'll be responsible for covering any overdrafts that occur. You may also be charged a fee for each overdraft.

WHAT ELSE DO YOU NEED TO KNOW? **Overdraft Protection** is a service that allows you to borrow money from your bank's line of credit when you need it. It's a loan that you can use to cover a check or debit card transaction that overdraws your account. **Overdraft Protection** is a service that allows you to borrow money from your bank's line of credit when you need it. It's a loan that you can use to cover a check or debit card transaction that overdraws your account.

Overdraft Privilege is a service that allows you to borrow money from your bank's line of credit when you need it. It's a loan that you can use to cover a check or debit card transaction that overdraws your account. **Overdraft Privilege** is a service that allows you to borrow money from your bank's line of credit when you need it. It's a loan that you can use to cover a check or debit card transaction that overdraws your account.

Overdraft Protection is a service that allows you to borrow money from your bank's line of credit when you need it. It's a loan that you can use to cover a check or debit card transaction that overdraws your account. **Overdraft Protection** is a service that allows you to borrow money from your bank's line of credit when you need it. It's a loan that you can use to cover a check or debit card transaction that overdraws your account.

Overdraft Privilege is a service that allows you to borrow money from your bank's line of credit when you need it. It's a loan that you can use to cover a check or debit card transaction that overdraws your account. **Overdraft Privilege** is a service that allows you to borrow money from your bank's line of credit when you need it. It's a loan that you can use to cover a check or debit card transaction that overdraws your account.

| Service | Cost |
|---|---|
| Overdraft Protection link to another deposit account you have at First California Federal Credit Union ¹ | \$5 fee per transfer |
| Overdraft Protection Quick Line of Credit ^{1, 2} | Subject to interest; subject to credit approval |
| Overdraft Privilege Standard or Extended Coverage | \$27 Overdraft Fee per item presented*. |

¹Contact us at (559) 226-8282, or come by a branch to sign up or apply for these services. ²Subject to credit approval.

****Per item presented means each time an item is presented, including re-presentation.***

WHAT IS OVERDRAFT PROTECTION?

Overdraft Protection applies to all transactions and may help prevent overdrafts by automatically transferring funds to your checking account from a line of credit you have at First California Federal Credit Union for a fee or finance charge. Please note that overdraft lines of credit are subject to credit approval. Call us at (559) 226-8282, or come by a branch to sign up or apply for these services.

WHAT IS OVERDRAFT PRIVILEGE

Overdraft Privilege allows you to overdraw your account up to the disclosed limit for a fee to pay a transaction. Even if you have Overdraft Protection, Overdraft Privilege is still available as secondary coverage if the other protection source is exhausted.

First California Federal Credit Union may provide you a specific Overdraft Privilege limit depending on the type of account you have. New consumer checking accounts will receive a \$100 Introductory Overdraft Privilege limit at account opening that will be increased to \$250, \$500 or \$750 after 30 days in good standing for consumer accounts. Accounts will be reevaluated annually to determine if their Overdraft Privilege Limits should be adjusted. You will receive a letter after 30 days after account opening, for consumer checking accounts, informing you the Overdraft Privilege has been activated on your account. You do not have Overdraft Privilege until you receive this notification.

If an item is returned because the Available Balance (as defined below) in your account is not sufficient to cover the item and the item is presented for payment again, First California Federal Credit Union ("We") may charge a Return Item Fee each time it returns the item because it exceeds the Available Balance in your account. Because we may charge a Return Item Fee each time an item is presented, **we may charge you more than one fee for any given item as a result of a returned item and re-presentation of the item.** When we charge a Return Item Fee, the charge reduces the Available Balance in your account and may put your account into (or further into) overdraft. If, on re-presentation of the item, the Available Balance in your account is sufficient to cover the item we may pay the item, and, if payment causes an overdraft, charge an Overdraft Fee. We may use the terms "Item" and "transaction" interchangeably.

Recipients of federal or state benefits payments who do not wish us to deduct the amount overdrawn and the fee from funds that you deposit or that are deposited into your account may call us at (559) 226-8282 to discontinue Overdraft Privilege.

HOW MUCH DOES OVERDRAFT PRIVILEGE COST?

A link to [another account or line of credit](#) may be less expensive than an overdraft. A single larger overdraft will result in just one fee, as opposed to multiple smaller overdrafts. The \$27 Overdraft Fee that is charged if you overdraw your account is the same fee that is charged if an item is returned as unpaid. If multiple items overdraw your account on the same day, each item will be assessed an appropriate Overdraft Fee or a Return Item Fee of \$27.

There is no limit to the number of Overdraft Fees that we will charge your consumer account per day.

All fees and charges will be included as part of the Overdraft Privilege limit amount. Your account may become overdrawn in excess of the Overdraft Privilege limit amount as a result of the assessment of a fee. The total negative balance, including all fees and charges, is due and payable upon demand. Depositor and each Authorized Signatory will continue to be liable, jointly and severally, for all such amounts, as described in the Deposit Account Agreement and Disclosure.

WHAT IF I DON'T WANT OVERDRAFT PRIVILEGE?

If you want to discontinue the Overdraft Privilege service in its entirety at any time contact us at (559) 226-8282 or email us at email address / send us a secure message through online banking. Without Overdraft Privilege, your insufficient funds items will be returned to the payee and/or declined at the point of purchase, unless you have Overdraft Protection available to cover the item(s). You will be charged the standard Return Item Fee of \$27 for all returned items.

What if I WANT FIRST CALIFORNIA FEDERAL CREDIT UNION to pay my ATM and everyday debit card overdrafts (EXTENDED COVERAGE)?

If you want us to authorize and pay overdrafts caused by ATM and everyday debit card transactions (Extended Coverage), tell us by using one of the methods below. NOTE: Business accounts automatically have access to Overdraft Privilege for ATM and everyday debit card transactions (Extended Coverage).

- call us at (559) 226-8282
- visit our website at www.firstcalfcu.org
- visit one of our convenient branch locations
- complete the Consent Form, which is available at any branch and was previously provided to you, and mail it to us at 2525 E. Shields Ave, Fresno, CA 93726

WHAT ELSE DO I NEED TO KNOW?

- This describes the posting order for purposes of determining overdrafts. Our general policy is to post items in the following order: 1) credits, 2) ATM and debit card transactions (in the order received), 3) ACH debits (low to high by dollar amount), 4) checks (check number order); however, because of the many ways we allow you to access your account, the posting order of individual items may differ from these general policies. Holds on funds (described herein) and the order in which transactions are posted may impact the total amount of Overdraft Fees or Return Item Fees assessed.
- Overdraft Privilege is not a line of credit; it is a discretionary overdraft service that can be withdrawn at any time without prior notice.
- We may be obligated to pay some debit card transactions that are not authorized through the payment system but which we are required to pay due to the payment system rules, and as a result you may incur fees if such transactions overdraw your account. However, we will not authorize debit card or ATM transactions unless your account's Available Balance (including Overdraft Coverage Options) is sufficient to cover the transactions and any fee(s).
- Giving us your consent to pay everyday debit card and ATM overdrafts on your consumer account (Extended Coverage) may result in you incurring Overdraft Fees for transactions that we would otherwise be required to pay without assessing an Overdraft Fee. However, this would allow us to authorize transactions up to the amount of your Overdraft Privilege limit and may also help you avoid overdrafts in excess of your Available Balance. If you consent to Extended Coverage on your consumer account, it will remain on your account until it is otherwise withdrawn.

Understanding Your Available Balance: Your account has two kinds of balances: Ledger Balance and Available Balance.

- We authorize and pay transactions using the Available Balance.
- Your Ledger Balance reflects the full amount of all deposits to your account as well as payment transactions that have been posted to your account. It does not reflect checks you have written and are still outstanding or transactions that have been authorized but are still pending.
- Your Available Balance is the amount available to you to use for purchases, withdrawals, or to cover transactions. The Available Balance is your Ledger Balance, less any holds due to pending debit card transactions and holds on deposited funds.
- The balance used for authorizing checks, ACH items, and recurring debit card transactions is your Available Balance plus the amount of the Overdraft Privilege limit and any available Overdraft Protection.
- The balance used for authorizing ATM and everyday debit card transactions on accounts with Standard Coverage is your Available Balance plus any available Overdraft Protection but does NOT include the Overdraft Privilege limit.
- The balance used for authorizing ATM and everyday debit card transactions on accounts with Extended Coverage is your Available Balance plus any available Overdraft Protection and includes the Overdraft Privilege limit.
- Because your Available Balance reflects pending transactions and debit holds, your balance may appear to cover a transaction but later upon settlement it may not be sufficient to cover such transaction. In such cases, the transaction may further overdraw your account and be subject to additional overdraft fees. You should assume that any item which would overdraw your account based on your Available Balance may create an overdraft. Note that we may place a hold on deposited funds in accordance with our Deposit Account Agreement and Disclosure, which will reduce the amount in your Available Balance.
- Please be aware that the Overdraft Privilege amount is not included in your Available Balance displayed through internet banking, mobile banking, telephone banking, or First California Federal Credit Union ATMs.
- Except as described in this brochure, we will not pay items if the Available Balance in your account (including the Overdraft Privilege limit, if applicable) is not sufficient to cover the item(s) and the amount of any fee(s).

OVERDRAFT PROTECTION AND OVERDRAFT PRIVILEGE SUMMARY

Understanding Overdraft Privilege Limits

- New consumer and business checking accounts will receive a \$100 Introductory Overdraft Privilege limit at account opening.
- Overdraft Privilege limits up to \$250, \$500 or \$750 will be granted to eligible consumer checking accounts opened at least 30 days in good standing.
- Overdraft Privilege may be reduced if you default on any loan or other obligation to us, your account becomes subject to any legal or administrative order or levy, or if you fail to maintain your account in good standing by not bringing your account to a positive balance within 30 days for a minimum of one business day. You must bring your account balance positive for at least one business day to have the full Overdraft Privilege limit reinstated.
- Overdraft Privilege Standard Coverage covers checks, ACH transactions (automatic debits), online bill pay items, teller window transactions, telephone and internet banking transactions, and recurring debit card transactions (automatic/pre-authorized debits that you establish, such as insurance premiums, utility bills, etc.).

- Overdraft Privilege Extended Coverage covers ATM transactions and everyday debit card transactions on your personal accounts with your prior consent, in addition to those transactions covered by Overdraft Privilege Standard Coverage. Business accounts automatically have Overdraft Privilege Extended Coverage.
- Both Overdraft Protection and Overdraft Privilege may enable you to avoid expensive merchant returned-check charges.
- Both Overdraft Protection and Overdraft Privilege may enable you to avoid having your ATM or debit card transactions declined due to insufficient funds.
- You must deposit the full amount of the overdraft within 30 consecutive calendar days, including any fees assessed, and maintain a positive balance for at least one business day to continue to receive the full Overdraft Privilege limit.
- Good account management is the best way to avoid overdrafts. Use our mobile banking, internet banking, or telephone banking services to help keep track of your balance.
- For additional financial education resources, please visit www.mymoney.gov, or our website at www.firstcalfcu.org.

If you have questions about Overdraft Protection or Overdraft Privilege, please call us at (559) 226-8282.

FINANCIAL INSTITUTION NAME, ADDRESS, PHONE, WEB:

First California Federal Credit Union 2525 E. Shields Ave, Fresno, CA 93726

(559) 226-8282

www.firstcalfcu.org

INSIDE COVER TABLE:

WHAT TYPES OF TRANSACTIONS DOES OVERDRAFT PRIVILEGE COVER?

The types of transactions covered by Overdraft Privilege depend on the coverage selected. See the chart to the right for more information.

If you choose Extended Coverage, all the transaction types listed in Standard Coverage are included, along with ATM transactions and everyday debit card transactions. First California Federal Credit Union will not authorize overdrafts for everyday debit card and ATM transactions on consumer accounts unless you give us your consent to pay these overdrafts by electing Extended Coverage. Business accounts automatically have Overdraft Privilege Extended Coverage.

| | Standard Coverage (No action required) | Extended Coverage (Your consent required*) |
|-----------------------------------|--|--|
| Checks | X | X |
| ACH - Automatic Debits | X | X |
| Recurring Debit Card Transactions | X | X |
| Online Bill Pay Items | X | X |
| Internet Banking Transfers | X | X |
| Telephone Banking | X | X |
| At the Teller Window | X | X |
| ATM Transactions | | X* |
| Everyday Debit Card Transactions | | X* |

INSIDEOUTSIDE