



# MASS BAY CREDIT UNION

**South Boston Headquarters**  
147 West 4th Street  
South Boston, MA 02127  
P: 617-269-2700 F: 617-269-2725  
massbaycu.org

Dear Member:

This letter summarizes some key points regarding our Overdraft Privilege Service. This service is not only convenient but may be cost effective, especially if you occasionally make a mistake and write a check for more money than the balance in your account. It may save you embarrassment, inconvenience, returned check charges, and late payment fees. The specific features, benefits, costs and restrictions of our Overdraft Privilege Service are fully described in the Overdraft Privilege Service Policy printed on the back of this letter. We encourage you to take a few minutes to read this policy. While this discretionary service can provide assistance to you in the event of inadvertent overdrafts, it can become expensive if relied upon frequently. For example, if you had only one (1) non-sufficient funds item paid each month for a year, by our Overdraft Privilege Service, our fees (currently, \$25.00 per item) could total \$300.00.

Overdrafts can be expensive if used as a common or frequent method of payment. You should not rely on overdrafts as a means to cover ordinary or routine expenses. We recognize, however, that financial circumstances can change, that mistakes or emergencies can occur and that sometimes overdrafts can be inadvertent or unavoidable. If at any time you would like to discuss or review our Overdraft Privilege Service, and its associated costs, alternative overdraft protection products such as Overdrafts paid from your share account or Overdraft Protection Line of Credit, which may be cheaper for you, or any of our loan and deposit products, please contact us at the 617-269-2700. We appreciate your business and we will continue providing you with convenient and cost effective products and services. Thank you for your business and your loyalty!

Sincerely,

A handwritten signature in black ink, appearing to read "John N. Thomas".

John N. Thomas  
President & Chief Executive Officer

**Everett Branch** 183 Main Street Everett, MA 02149

**Quincy Branch** 1250 Hancock Street Quincy, MA 02169

**Seaport Branch** 409 D Street Boston, MA 02210

## Mass Bay Credit Union -OOPS!™ Occasional Overdraft Privilege Service Policy

**Mass Bay Credit Union** (“we, us or our”) offers the OOPS!™ Occasional Overdraft Privilege Service. If your account qualifies for OOPS!, we will consider, without obligation on our part, paying items for which your account has insufficient or unavailable funds, instead of automatically returning those items unpaid. This document explains how OOPS! operates.

### Transactions that May Qualify for OOPS!

An overdraft occurs when you do not have enough money in your account to cover a transaction. Although there are many reasons why your account might become overdrawn, most overdrafts result from the following:

- a) You write a check, swipe your debit card or initiate an electronic funds transfer in an amount that exceeds the amount of funds available in your account;
- b) You deposit a check or other item into your account and the item is returned unpaid, which causes a negative balance in your account once your balance is reduced by the amount of the returned check;
- c) You have inadequate funds in your account when we assess a fee or service charge; or
- d) You initiate a transaction before funds deposited into your account are "available" or "finally paid" according to our Funds Availability Policy. For example, if you deposit a check into your account, the proceeds of that check may not be available to you for up to five days after you deposit the check. If you do not have sufficient funds in your account—independent of the check—to cover the transaction, you will incur an overdraft.

The OOPS! applies to a variety of transactions, including checks and other transactions made using your checking account number, automatic bill payments, ATM transactions and everyday debit card transactions; however, we will not include ATM and everyday debit card transactions within our OOPS! without first receiving your affirmative consent to do so. Absent your affirmative consent, ATM and everyday debit card transactions generally will not be paid under OOPS!

Participation in OOPS! is not mandatory. You may opt-out of the service any time by notifying one of our service representatives. Furthermore, you may revoke your affirmative consent to have ATM and everyday debit card transactions considered for payment under OOPS! without removing other items from the service. Simply inform us of your preference.

As noted above, we retain full discretion to decline to pay any item under the OOPS! Program. This means we can refuse to pay any overdraft for any reason. Even if we decide to pay an overdraft item, absent an agreement to the contrary, such payment does not create any duty to pay future overdrafts. If we do not authorize and pay an overdraft, your transaction will be declined and we may assess NSF fees on your account in accordance with your account agreement and the fee schedule in effect at the time of the overdraft.

### Fees

For each overdraft we pay, we will charge the standard per item overdraft fee set forth in our fee schedule (currently **\$25.00**). We will notify you by mail if we pay or return any insufficient or unavailable funds items on your account; however, we have no obligation to notify you before we pay or return any item. The amount of any overdrafts, including our fees, are due and payable immediately or on demand.

### Accounts Eligible for OOPS!

OOPS! is a discretionary service and is generally limited to an \$800 overdraft (negative) balance for eligible personal checking accounts. Please note that per item overdraft fees count toward your OOPS! Limit. We may in our sole discretion limit the number of accounts eligible for OOPS! to one account per household or per taxpayer identification number. Further, OOPS! is usually extended only to accounts in good standing. An account in good standing exhibits, but is not limited to, the following characteristics:

- a) The account has been open for at least thirty (30) days;
- b) The account has deposits totaling at least \$400 or more within each thirty (30) day period;
- c) The account demonstrates consistent deposit activity;
- d) The account owner is current on all loan obligations with us; and
- e) The account is not subject to any legal or administrative order or levy, such as bankruptcy or tax lien.

We offer other overdraft protection services in addition to OOPS! These include an overdraft line of credit and overdraft protection linked to another account of yours with us, such as a savings account. If you apply and are approved for these optional services, you may save money on the total fees you pay us for overdraft protection services.

Overdrafts should not be used to pay ordinary or routine expenses and you should not rely on overdrafts as a means to cover these expenses. If at any time you feel you need help with your financial obligations, please contact one of our customer service representatives at your local branch office.