

## **MassBay 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, 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 at 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 pay or decline an 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 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 outlined in our fee schedule (currently **\$25.00**). The amount of any overdraft, including our fee, is due and payable immediately or on demand. Fees are assessed each time an item is presented. You may review your account history regularly by phone (617-269-2700 Option 9) or online ([www.massbaycu.org](http://www.massbaycu.org)) for information about paid and/or returned items and related fees.

### **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.