

# SHARE DRAFT DISCLOSURE STATEMENT & AGREEMENT

## Disclosure Statement

A share draft account is similar to a bank checking account. It has the same recognition as checks, but has the features of a savings account in that the money in the account earns interest.

## Agreement

The undersigned understands and agrees to the following terms, which apply to the share draft account with BOPTI Federal Credit Union, such terms being hereby incorporated by reference into the share signature card which the undersigned have signed:

- a. The member shall receive a monthly statement; member account history can be viewed through online banking at the credit union website [www.boptifcu.com](http://www.boptifcu.com). (PIN is required)
- b. The undersigned agrees to be bound by the terms set forth herein, as well as the share draft signature card, and cooperate fully with the credit union in investigating and resolving any discrepancies that may arise when balancing the share draft account.

The undersigned further agrees to the following provisions as applicable to the processing of the share draft account:

- a. Cancelled checks are not returned to the undersigned with the monthly statement
- b. All share drafts written by the undersigned are not returned to the credit union, but are sent directly to the clearing bank.
- c. The original of the share draft is retained by the processing bank for a period of ninety (90) days, after which time it is recorded on microfiche/film and the original destroyed.
- d. The undersigned must reconcile the monthly statement with their records and copies of share drafts. Online Banking Services are available at [www.boptifcu.com](http://www.boptifcu.com) (PIN is required.) Any discrepancy must be reported to the credit union within twenty (20) days after receipt of the statement. Failure to report a discrepancy during that twenty (20) day period will relieve the credit union of any liability for loss suffered by the undersigned.
- e. The clearing bank processes the share drafts, sending the information to the credit union through its processor.
- f. The signature cards of the undersigned are retained at the credit union and not forwarded to the clearing bank. Neither the credit union nor the drawing bank compares the signatures on the share drafts to the signature card.

## Fees/Notices

The fees for use of this account are:

- ☐ **\$25.00** for each overdraft (NSF check return)
- ☐ **\$15.00** for each stop payment
- ☐ **\$ 5.00** for each copy of a paid draft
- ☐ **\$25.00** for each ACH Overdraft
- ☐

Other:

- (1) \_\_\_\_\_
- (2) \_\_\_\_\_
- (3) \_\_\_\_\_
- (4) \_\_\_\_\_

Copy of this statement received \_\_\_\_\_  
Members Signature Date

Copy mailed or delivered \_\_\_\_\_  
Staff Signature Date

## Unclaimed Property Law – California

The holder(s) of this certificate shall inform the credit union of any change in their address(es)  
The shares and accumulated dividends earned thereon will escheat to the State Controller if, after three years:

1. There has been no account activity; or
2. There has been no written communication by you; or
3. There has been no other communication with you noted in writing by the credit union.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature – Joint Owner \_\_\_\_\_ Date \_\_\_\_\_

**Please print two copies of this document. Keep one copy for your records and sign and return the other to the credit union.**

**BOPTI FEDERAL CREDIT UNION  
1451 S SEASIDE AVE  
TERMINAL ISLAND, CA 90731**

**SHARE DRAFT PROGRAM**

The enclosed share draft agreement must be completed and returned to the Credit Union before the checks are ordered. Member must deposit a minimum of \$25 to open the account.

The Share Draft (checking) account is NOT your regular share (savings) account. Deposits must be made to the Share Draft account. Transfers may be made between the regular shares and Share Draft accounts at any time either in person, by phone or via online banking.

The cost of drafts (checks), if ordered, will be automatically withdrawn from the draft account. The drafts will be sent directly to the address on the drafts.

Drafts are provided in duplicate. The original will not be returned to the member but a monthly statement will be provided for reconciliation purposes. Online Banking services are available at the Credit Union's website at [www.boptifcu.com](http://www.boptifcu.com) (PIN number required). The duplicate draft is retained by the member and serves as a permanent record of the transaction.

Deposits can be made at the credit union, by mail or by direct deposit from your paycheck. The direct deposit can be the entire check, or any amount designated by you in the form of an allotment.

Members may withdraw up to \$600 per day from any ATM machine displaying the **ACCEL, PLUS or CO-OP** symbols. However, if a member overdrafts their share or share draft account three times during a three month period, the ATM/Debit card(s) will be cancelled. Accordingly, members are cautioned to make sure adequate funds are on deposit to cover all withdrawals.

Share draft fees are as follows: Returned NSF check \$25; Stop Payment \$15; Copies of paid drafts \$5

**ATM/Debit Card? Yes\_\_\_\_\_ No\_\_\_\_\_ Savings\_\_\_\_\_ Checking\_\_\_\_\_**

**COPY RECEIVED\_\_\_\_\_ (Sign and Return to CU)      Date: \_\_\_\_\_**

**Please print two copies of this document. Keep one copy for your records and sign and return the other to the credit union.**



Please type or print information as it appears on checks.

Line 1		Style Code	Number of Checks	Starting Number	Date
Line 2		Typestyle			
Line 3		Billing (Circle One) Account Holder Financial Institution FI Employee Other _____		Optional Accessories Cover Wallets _____ Stamps    Enter Product Code	
Line 4					
Line 5		Monogram or Accent	Center Accent	Sig Cut	
Line 6		<input type="checkbox"/> Check if 2nd Line for 2nd Signature needed			
Shipping Address (If Different from Check)		Sig Line Message (two 40- _____ Character lines max)			
		FI Contact _____ Phone: _____			
		Name: _____			
322281824A                      000000		BOPTI Federal Credit Union 1451 S. Seaside Ave Terminal Island, CA 90731			
Account #					



# APPLICATION FOR BOPTI FEDERAL CREDIT UNION DEBIT CARD

I'd like to apply for the following card(s):

☐ ATM Card ☐ Visa Debit Card  
\*In order to apply for a Visa Debit Card,  
you must have a Share Draft Account.

## APPLICANT

Account Number(s) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone Number \_\_\_\_\_

Social Security # \_\_\_\_\_

Date of Birth \_\_\_\_\_

Employer \_\_\_\_\_

## CO-APPLICANT

Name \_\_\_\_\_

Address (if different from above) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone Number \_\_\_\_\_

Social Security # \_\_\_\_\_

Date of Birth \_\_\_\_\_

Employer \_\_\_\_\_

**Signatures:** By signing below, the undersigned request(s) the described services and agrees to the terms and conditions governing the services, including any fees and charges. The undersigned agree(s) that all information is accurate and authorizes the financial institution to verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

Applicant's Signature \_\_\_\_\_

Date \_\_\_\_\_

Co-Applicant's Signature \_\_\_\_\_

Date \_\_\_\_\_

Mail or Deliver to:

**BOPTI FEDERAL CREDIT UNION**

1451 S. SEASIDE AVE  
TERMINAL ISLAND, CA 90731

**Official Use Only**

Date received \_\_\_\_\_

Approved (Y / N) \_\_\_\_\_

Processed By \_\_\_\_\_

## ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**ATM Transfers - Types of transfers and dollar limitations** - You may access your account(s) by ATM using your ATM Card and personal identification number or Visa Debit Card and personal identification number. To:

- get cash withdrawals from share draft account(s) with an ATM or Visa debit card
- you may withdraw no more than \$600.00 per day
- get cash withdrawals from share savings account(s) with an ATM or Visa debit card
- you may withdraw no more than \$600.00 per day
- transfer funds from share savings to share draft account(s) with an ATM or Visa debit card
- transfer funds from share draft to share savings account(s) with an ATM or Visa debit card
- get information about:
  - the account balance of your share draft account(s)
  - with an ATM card
  - with a Visa debit card
  - the account balance of your share savings account(s)
  - with an ATM card
  - with a Visa debit card
- the account balance of your share savings account(s)
- with an ATM card
- with a Visa debit card

Some of these services may not be available at all terminals.

**Types of Visa Debit Card Point-of-Sale Transactions** - You may access your share draft account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

**Point-of-Sale Transactions - frequency and dollar limitations** - Using your card:

- you may make no more than 30 transactions per day
- you may not exceed \$3,000.00 in transactions per day

**Currency Conversion and International Transactions.** When you use your Visa Debit Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Visa USA charges us a .8% International Service Assessment on all international transactions, regardless of whether there is a currency conversion. If there is a currency conversion, the International Service Assessment is 1% of the transaction. As a result, we may charge you a 1% international transaction fee on all international transactions regardless of whether there is a currency conversion. An international transaction is a transaction where the country of the merchant is outside the USA.

**Advisory Against Illegal Use.** You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

**Non-Visa Debit Transaction Processing.** We have enabled non-Visa debit transaction processing. This means you may use your Visa Debit Card on a PIN-Debit Network\* (a non-Visa network) without using a PIN.

The non-Visa debit network(s) for which such transactions are enabled are: CO-OP, PLUS and Accel™ Network (© 2013 Fiserv, Inc., or its affiliates. Accel and the Accel logo are trademarks of Fiserv, Inc.).

Examples of the types of actions that you may be required to make to initiate a Visa transaction on your Visa Debit Card include signing a receipt, providing a card number over the phone or via the Internet, or swiping the card through a point-of-sale terminal.

Examples of the types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through use of a PIN.

The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

\*Visa Rules generally define **PIN-Debit Network** as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

**ATM Operator/Network Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). BOPTI Federal Credit Union does not own or operate any of its own ATM machines.

### FEES

- We will charge you \$5.00 for a new personal identification number.
- We will charge you \$10.00 to replace a lost card.

### DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Periodic statements.**

You will get a monthly account statement from us for your share draft accounts.

You will get a monthly account statement from us for your share savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

**Overdrafts.** We will allow three (3) overdrafts using your card during a three-month period. Any overdrafts in excess of this number will result in cancellation of the card.

### FINANCIAL INSTITUTION'S LIABILITY

**Liability for failure to make transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.

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- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

#### CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) if you give us written permission.

#### UNAUTHORIZED TRANSFERS

##### (a) Consumer liability.

**Generally,** Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check or draft. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). You can lose no more than \$50 if someone used your card and/or code without your permission, and, either:

- (i) your card can be used to initiate a transaction without a PIN or other personal identification number, or
- (ii) you tell us within 2 business days after you learn of the loss or theft of your card and/or code. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**Additional Limit on Liability for Visa Debit Card.** Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa Debit Card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.

**(b) Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this brochure. You should also call the number or write to the address listed in this brochure if you believe a transfer has been made using the information from your check or draft without your permission.

#### ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, call or write us at the telephone number or address listed in this brochure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).

- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days for Visa Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (60 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for Visa Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

BOPTI FEDERAL CREDIT UNION  
1451 SOUTH SEASIDE AVENUE  
TERMINAL ISLAND, CALIFORNIA 90731  
Business Days: Monday through Friday  
Excluding Federal Holidays

Phone: (310) 832-0227 or 800-397-9227  
MORE DETAILED INFORMATION IS AVAILABLE  
ON REQUEST

#### NOTICE OF ATM USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM.
2. Mark each transaction in your account record, but not while at the ATM. Always save your ATM receipts. Don't leave them at the ATM because they may contain important account information.
3. Compare your records with the account statements or account histories that you receive.
4. Don't lend your ATM card or Visa Debit Card to anyone.
5. Remember, do not leave your card or any documents at the ATM.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card or Visa Debit Card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card, or Visa Debit Card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.

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7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM card or Visa Debit Card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.

9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM.

10. Don't accept assistance from anyone you don't know when using an ATM.

11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.

12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.

13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.

14. We want the ATM to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

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## 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 have standard overdraft practices that come with your account, such as a link to a savings account, at no cost.

### What are the standard overdraft practices that come with my account?

We do not authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number
- Automatic bill payments

We do authorize and pay overdrafts for the following types of transactions:

- ATM transactions
- Everyday debit card transactions

Effective July 1, 2010 for new members and August 15, 2010 for current members, we will not authorize and pay overdrafts for the following types of transactions unless you ask us to:

- 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 BOPTI Federal Credit Union pays my overdraft?

Under our standard overdraft practices:

- We will charge you a fee of up to **\$25** each time we pay an overdraft.
- Also, if your account is overdrawn for five or more consecutive business days, we may charge an additional \$5 per day.

### What if I want BOPTI 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 800-397-9227, visit [www.boptifcu.com](http://www.boptifcu.com) or complete the form on the other side and return it by mail to:

BOPTI Federal Credit Union  
1451 S. Seaside Ave.  
Terminal Island, CA 90731

Or fax to: 310-832-0228







NCUA

form at our office, or fax it to 310-832-0228.  
Call 800-397-9227, visit [www.boptifcu.com](http://www.boptifcu.com) or complete the opt-in form on the other side. You can drop off the

### How to opt in

**For new accounts:** If you open a new account on or after July 1, 2010, your ATM and VISA debit card transactions will not be protected under BOPFI Federal Credit Union's overdraft protection unless you opt in.

**For existing accounts:** If you do not opt in, beginning August 15, 2010, your ATM and everyday debit card transactions will NOT be protected under BOPFI Federal Credit Union's overdraft protection.

BOPFI Federal Credit Union's overdraft protection is designed with your protection and convenience in mind. The vast majority of our members do not overdraw their accounts and incur fees. However, life doesn't always go according to plan, and overdrafts do occur. Without overdraft protection, your ATM and VISA debit card transactions may be declined if you attempt to make a transaction without sufficient funds.

### Why opt in?

Federal lawmakers have created new rules governing overdraft protection programs that go into effect on July, 2010. As a result, you now have an option concerning whether you want to continue to have our overdraft service cover your ATM and VISA debit card transactions. Please take note that this opt-in rule applies only to ATM and VISA debit card transactions and does not pertain to overdraft protection services associated with written checks or automatic bill payments from other creditors.

## STAY PROTECTED — opt in for overdraft privileges

Please mail this form to BOPFI Federal, 1451 S. Seaside Ave., Terminal Island, CA 90731, fax to 310-832-0228 or drop off at any of our locations.

## OPT IN FORM

Effective July 1, 2010

- ☐ **I DO NOT WANT** BOPFI Federal Credit Union to authorize and pay overdrafts on my ATM and VISA debit card transactions.
- ☐ **I WANT BOPFI** Federal Credit Union to authorize and pay overdrafts on my ATM and VISA debit card transactions.

Please contact BOPFI Federal Credit Union at 800-397-9227 or visit any of our locations as we would be happy to answer any questions you may have.

Printed Name

Account Number (One account per form — please photocopy for additional accounts.)

Signature

Date

FOR INTERNAL USE ONLY

Date Received

Date Processed

Initials

800-397-9227 • [www.boptifcu.com](http://www.boptifcu.com)

