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Courtesy Pay Disclosure

It is the policy of **MariSol Federal Credit Union** (MFCU) to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards.

The Deposit Account Agreement and Disclosure provided to you at the time you opened your account with us controls the duties, obligations and rights of the Depositor, the Authorized Signatories and **MFCU** with regard to your share draft account. The Deposit Account Agreement (and all amendments thereto) and its terms shall control any possible conflict, if any, between any provision of this Courtesy Pay Policy and the Deposit Account Agreement and Disclosure. A copy of the Deposit Account Agreement and Disclosure is available to you on request from our **MFCU** staff.

Courtesy Pay is not a line of credit. However, if you inadvertently overdraw your account, we will have the discretion to pay the overdraft, subject to the limit of your Courtesy Pay privilege and the amount of the Courtesy Pay fee. **MFCU** is not obligated to pay any item presented for payment if your account does not contain sufficient available funds. Any discretionary payment by **MFCU** of an overdraft transaction does not obligate **MFCU** to pay any other overdraft, or to provide prior notice of its decision to refuse to pay such overdraft.

Pursuant to **MFCU's** commitment to always provide you with the best level of service, now and in the future, if your consumer account (primarily used for personal and household purposes) has been open for at least sixty (60) days and thereafter you maintain your account in good standing, which includes at least:

- A) Bringing your account balance to a positive balance within every thirty (30) day period;
- B) Not being in default on any loan or other obligation to **MFCU** and
- C) Not being subject to any legal or administrative order or levy

MFCU will have the discretion to pay overdrafts on accounts in good standing, any such payment is a discretionary courtesy, and not a right of the member or an obligation of **MFCU**. And, **MFCU** in its sole and absolute discretion, can cease paying overdrafts at any time without prior notice of reason or cause. The total of Courtesy Pay privilege (negative) balance, which includes any and all fees, is due and payable upon demand.

Checking Account Balance: Your checking account has two kinds of balances: the "actual" and the "available" balance. **MFCU** uses the available balance when determining whether a transaction will cause your account to overdraw and for charging courtesy pay fees. Your actual balance is the amount of money that is actually in your account at any given time. It reflects transaction that have "posted" to your account, but does not include transactions that have transactions that have been authorized and are pending. While it may seem that the actual balance is the most up-to-date display of funds that you can spend, this is not always the case. Your account may have purchases, holds, fees, other charges or deposits made on your account that have not yet posted and therefore, will not appear in your actual balance.

Your available balance is the amount of money in your account that is available to you to use without incurring a courtesy pay fee. The available balance takes into account holds placed on deposits and pending transactions (such as a pending debit card purchase) that have been authorized, but have not yet posted to your account. It is very important to understand that you may still overdraw your account even though the available balance appears to show there are sufficient fund to cover a transaction that you want to make. This is because your available balance may not reflect outstanding checks and automatic bill payments that you have authorized (or other outstanding transactions) but have not yet posted to your account.

**You may opt out of this service at any time
by contacting MariSol Federal Credit Union
by phone or in the branch.**