



Fulton County
Federal Credit Union

355 Hales Mills Road, Gloversville, NY 12078

March 2010

**YOUR IMMEDIATE ATTENTION
IS REQUIRED!**

Dear Valued Member:

At Fulton County Federal Credit Union, we understand that unforeseen expenses sometimes occur when you might not have enough money in your account to cover those unexpected costs. That is why we currently authorize and pay overdrafts for all checks you write, ACH items, Internet Bill Payer, debit card transactions, and ATM withdrawal items.

However, because of a new banking regulation, we will not be able to authorize and pay overdrafts for your everyday debit card transactions and ATM withdrawals as of August 15, 2010, **unless you ask us to.**

By simply responding positively to the notice below, you can easily protect your account and avoid being embarrassed or inconvenienced from having debit card transactions declined. You will still pay a fee of \$25 each time we pay an overdraft, but you will not be caught in the predicament of having your debit card transaction declined because of a lack of funds. We are notifying our members well in advance so that you have plenty of time to respond.

We look forward to hearing from you and want to help you with all of your financial needs. If you have questions about this or any other matter related to your account, please contact our Member Service Department at 725-3191, Option 3.

Don't delay...send in the Official "Opt In"... "Opt Out" form today!

Sincerely,

Gordon Beebe
President/CEO

Your Immediate Attention is Required.....Detach and mail completed form using the Postage-Paid Envelope provided.

**Official "Opt In" ... "Opt Out" Form
CPay Overdraft Service**

Account Number

_____ Effective August 15, 2010, I want Fulton County Federal CU to authorize and pay overdrafts on my ATM withdrawals and my everyday debit card transactions.

_____ Effective August 15, 2010, I do not want Fulton County Federal CU to authorize and pay overdrafts on my ATM withdrawals and my everyday debit card transactions.

Member's Name (Printed)

Member's Signature

Date

Courtesy Pay Overdraft Service Disclosure

As a benefit to our members, we offer a useful feature on our checking account products—A Courtesy Pay Overdraft Service. With this service, we will generally pay your overdraft (non-sufficient-funds, NSF) items and fees up to \$500 for Fulton County Federal CU checking accounts, subject to the rules, criteria and limitations as set forth in this disclosure. The feature will save you time, embarrassment and may prevent additional fees charged by others to process your overdrafts.

With the Courtesy Pay Overdraft Service, we generally pay your overdraft items up to \$500 for FCFCU checking accounts, however; we reserve the right to unilaterally refuse payment of any item without advance notice to you. When we pay overdraft items, you will be charged our normal NSF (non-sufficient funds) fee, currently \$25.00, for each item that is paid. Both the amount of the overdraft and all applicable fees, including but not limited to the \$25.00 NSF fees, are included in this limit. The Courtesy Pay Overdraft Service is available for all checks you write, ACH items, Internet Bill Payer, †debit card transactions, and †ATM withdrawal items. **You are required to either “Opt In” or “Opt Out” of the Courtesy Pay Overdraft Service if you want it available when making everyday debit card transactions or for ATM withdrawal items. When making an ATM withdrawal, your Courtesy Pay balance is included in your available balance. For up-to-date balances, call our Touch Tone Teller or visit www.fcfcu.org.** Checks presented to a teller are eligible for overdraft protection from your savings or a line of credit if applicable, but are not eligible for Courtesy Pay Overdraft Service.

Eligibility is based on you managing your checking account in a responsible manner. There are rules or criteria, that you must meet in order for us to give you the Courtesy Pay Overdraft Service.

You will not be eligible for the Courtesy Pay Overdraft Service if:

- We do not have a current address on file;
- Your account is classified as dormant;
- Your account is a business or organizational account;
- Your account is an “*In Trust For*” account;
- Your account has been open for fewer than 90 days;
- You are a minor;
- You are subject to any legal or administrative order, garnishment or levy;
- You are currently a party in a bankruptcy proceeding;
- You are more than 30 days past due on any loan or other obligation to the FCFCU;
- You do not bring your account to a positive balance at least once every 30 days;
- Your account has outstanding fees due.

After your Courtesy Pay Overdraft Service has been activated, we have the right to suspend your privilege without any further notice based on these criteria. We also reserve the right to suspend your Courtesy Pay Overdraft Service if we believe that you are not managing your account in a responsible manner, which may harm you or us. In that case, we may suspend your Courtesy Pay Overdraft Service even if you meet all criteria listed above, but we will only do so after we give you 7 days notice.

EXCLUSION FROM INITIAL OFFERING: You may be excluded from the initial offering of the Courtesy Pay Overdraft Service if your account has been overdrawn for more than 30 consecutive days, unless sufficient grounds exist for us to believe that it is prudent to grant you the Courtesy Pay Overdraft Service. We will subsequently review accounts that were not eligible at the initial activation and grant them the privilege if they become eligible.

Your account agreement describes the duties, obligations, and rights of depositors and authorized signatories between you and the Credit Union with regard to your deposit accounts. That account agreement is incorporated herein for all purposes as if it were set forth verbatim as to matters not directly addressed by this disclosure. Your account agreement and this disclosure shall be construed so as to minimize conflicts between them.

The Courtesy Pay Overdraft Service does not constitute an actual or implied agreement between you and the credit union. Nor does it constitute an actual or implied obligation of or by the credit union. This service represents a purely discretionary courtesy or privilege that the credit union may provide to you from time to time and which may be withdrawn or withheld by us at any time without prior notice or reason or cause. **It is important to be aware of your credit union checking account balance to avoid unwanted Courtesy Pay fees.**

Opt Out: An account may be removed from the Courtesy Pay Overdraft Service for members who do not wish to have Courtesy Pay protecting their account from overdrafts. At your request, your account can be removed from coverage of any future Courtesy Pay overdrafts. Any items clearing the account without Courtesy Pay Overdraft Service and/or sufficient funds will be returned. A Non-Sufficient Funds fee will be charged. To opt out of Courtesy Pay Overdraft Service, contact us at (518)725-3191 and inform us your wish to be removed from the program.