Privilege Pay Election Form

Please elect your Privilege Pay coverage below:

☐ I would like Memorial Credit Union to authorize and pay overdrafts on my ATM transactions, everyday debit card transactions as well as any check or ACH transactions.

☐ Please continue to pay overdrafts on my check and ACH transactions but I do not want Memorial Credit Union to authorize and pay overdrafts on my ATM and everyday debit card transactions.

☐ Do not pay any overdrafts for my account; I do not want to use Privilege Pay.

By signing below I acknowledge that I will be charged $28.00 per overdraft paid by the Credit Union. The fees are non refundable and I will be accountable for paying these fees back to the Credit Union in a timely manner, or face possible collections and account closure. By agreeing to have my overdrafts paid by the Credit Union I acknowledge that I have a right to revoke or change my election at any time. The revocation must be provided in writing. The Credit Union also has the right to revoke election without any prior notice, in this event, overdrawn fees may apply. I understand that the Privilege Pay Service is not automatically applied to my account. My Privilege Pay election will be approved on a case by case basis performed by Memorial Credit Union personnel. If I have selected the third option (to not have overdrafts paid) I understand that my transaction will be declined or my check will be returned insufficient funds and overdrawn fees may apply.

Printed Name: ______________________________________________________________________

Account Number: ______________________________________________________________________

Signature:_______________________________________________________Date: _________________

***Please submit forms to:
Memorial Credit Union
7789 Southwest Freeway Ste 120
Houston, TX 77074

Or; Fax to 713-778-6320

Credit Union Use Only

___ New A/C    ___Existing A/C

Teller Name________________

Branch #________________

Date:_________________________
Privilege Pay Disclosure
It is important for you to use your checking account responsibly and to never intentionally overdraw your account. However, we realize that financial shortfalls happen from time to time and we have several options available for you. As a benefit to our members, we offer these useful services to cover you in the event that you overdraw your checking account.

Overdraft Protection Options:

Transfer from another account- If you have other accounts with us you can authorize us to transfer the funds needed to cover your overdraft. Line of Credit- A line of credit is available to cover overdrafts. This service requires you to complete an application and approval is based on your credit worthiness. Contact a Member Service Representative for applicable terms and conditions. Privilege Pay- Privilege pay is a service we add to your checking account, subject to the eligibility criteria as explained below. With Privilege Pay we will generally pay your overdraft items up to $500.00, however, whether your overdrafts will be paid is discretionary and we reserve the right not to pay. For example, we typically do not pay overdrafts if your account is not in good standing, or you are not making regular deposits, or have too many overdrafts. You will be charged our normal overdraft or return item fee of $28.00 for each item that is presented. Both the amount of the overdraft items and all applicable fees, including but not limited to the overdraft fees, are included in this limit. All deposits to overdrawn accounts are applied to the negative balance. Eligibility- No application is required for Privilege Pay; eligibility is at the sole discretion of the Credit Union and is based on you managing your checking account in a responsible manner. Your Privilege Pay may be suspended or permanently removed based on the following criteria:

- You do not bring your account to a positive balance within 30 days of becoming overdrawn.
- You have an account that has been opened less than 60 days.
- Your account type is not eligible.
- You are more than 30 days past due on any Credit Union loan or delinquent on any other obligation to the Credit Union.
- You are subject to any legal or administrative orders, levy, or are currently a party in a bankruptcy proceeding.
- You have an outstanding balance on an Overdraft Repayment Plan.
- Your account is being reviewed for fraudulent activity or transactions.
- The primary account owner is less than 18 years old.
- A negative indicator has been reported to us.
- Your account is classified as inactive.
- You have an unresolved prior loss with the Credit union.
- We do not have a valid address for you.
- We believe you are not managing your account in a responsible manner which may harm you or us.

Transactions Eligible for Privilege Pay- Privilege Pay will not be available for checks written, ACH transactions, preauthorized automatic transfers, internet banking, telephone banking, or ATM, and everyday debit card transactions unless you authorize the Credit Union by completing a consent form.

NOTE: If you have consented to Privilege Pay for ATM transactions, please verify your balance before initiating an ATM cash withdrawal. All overdrafts will be subject to our $28.00 fee for each withdrawal until the account returns to a positive balance.

Privilege Pay Opt Out- You may never need to take advantage of Privilege Pay, but you may find it useful in the event of a temporary shortfall. If you do not want to have Privilege Pay, simply contact us and we will provide you an opt-out form to remove this benefit from your account. It is important for you to consider that there is no additional cost for Privilege Pay and that by opting out you are instructing us to return unpaid items presented against insufficient funds. If you opt out, you will still be charged our $28.00 returned item fee. Members who receive a Social Security, federal direct deposit, or any other entitlement benefit must opt out if they do not want the Credit Union to apply those funds to pay an overdraft.

Payment Order of Items- The order in which items are presented may affect the total fees assessed to your account. We pay all items in the order they are received.

NOTE: Please be aware that holds placed on your account for pending electronic transactions, such as hotel or rental car deposits, reduce your available balance and may cause your account to become overdrawn.

Account Agreement- Your account agreement describes the duties, obligations, and rights of depositors, authorized signatories and the Credit Union with regard to your deposit accounts. The 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.

Waiver- The Credit Union’s forbearance form, or delay in, exercising any of the Credit Unions rights, remedies, privileges, or right to insist on your strict performance of any provisions of your account agreement, this Privilege Pay disclosure, or any other provisions related to your account, shall not be constructed to be a current or future waiver of the Credit Union’s rights, remedies, or privileges.

Remedy- You and the Credit Union agree that the exclusive remedy and forum for all disputes arising out of Privilege Pay, or your, or the Credit Union’s performance there under, except for matters you or Credit Union take small claims court, is arbitration by an independent arbitrator pursuant to the applicable rules of the American Arbitration Association, except as prohibited by law.

Effective Date- All information listed in this disclosure is effective as of March 1, 2016.