



CREDIT UNION OF SOUTHERN CALIFORNIA

**IMPORTANT: RETAIN FOR
YOUR RECORDS**

LIMITED FEDERAL DISCLOSURE STATEMENT FOR CHANGE IN TERMS OF ACCOUNT AGREEMENT

This limited disclosure is given in conjunction with a change in the terms of Credit Union of Southern California's (the "Credit Union's") "About Your Credit Union Accounts" Disclosure (the "Account Agreement").

BRIEF SUMMARY OF IMPORTANT CHANGES IN YOUR ACCOUNT AGREEMENT

The following is a summary of changes that are being made to the terms of your Account Agreement. These changes were effective on December 15, 2020 (the "Effective Date").

Beginning on the Effective Date, we are changing some provisions in the Account Agreement to reflect changes in how our system will process transactions. These changes to the Account Agreement include further information regarding how overdraft charges are determined. For those members who maintain a sufficient available balance in their accounts at all times to avoid overdraft (Courtesy Pay) transactions, this change will have no effect on fees such Members incur. While Members who occasionally incur overdraft transactions should carefully review these changes, we believe that the changes are likely to result in most Members incurring less overdraft fees than they would have incurred under the prior system processing method. Below is a brief summary of the prior and new processing methods:

Prior system processing method: In making a determination as to whether your merchant debit card signature transaction would overdraw your account, we would check your available balance at two separate times—first, at the time a merchant authorization request is received, and second, when the transaction "settled" and posted to your account. If you had not opted-in for Courtesy Pay coverage on ATM and everyday debit card transactions and your available balance was insufficient for the merchant's authorization, we would decline the merchant authorization request. If you had opted-in for Courtesy Pay coverage on ATM and everyday debit card transactions, we would generally only decline the merchant authorization request if your Courtesy Pay limit was insufficient for the authorization request. If your Courtesy Pay limit was sufficient to cover a merchant's authorization request, the authorization request would be approved and an authorization hold would be placed on your account in the amount of the merchant's authorization request, and the available balance would have been reduced by the amount of the authorization hold. If the transaction later "settled" and posted to your account at a time when the available balance was insufficient to pay the posted transaction, causing the account to have a negative available balance (less than \$0), we would have charged a Courtesy Pay Fee on that transaction even though the available balance was sufficient to cover it at the time the transaction was authorized.



New system processing method: In making a determination as to whether your merchant debit card signature transaction would overdraw your account, we would check your available balance at two separate times—first, at the time a merchant authorization request is received, and second, when the transaction “settled” and posted to your account. If you have not opted-in for Courtesy Pay coverage on ATM and everyday debit card transactions and your available balance is insufficient for the merchant’s authorization, we will decline the merchant authorization request. If you have opted-in for Courtesy Pay coverage on ATM and everyday debit card transactions, we generally will only decline the merchant authorization request if your Courtesy Pay limit is insufficient for the authorization request. If your Courtesy Pay limit is sufficient to cover a merchant’s authorization request and you have opted-in for Courtesy Pay coverage on such transactions, the authorization request will be approved and an authorization hold will be placed on your account in the amount of the merchant’s authorization request, and the available balance will be reduced by the amount of the authorization hold. If the available balance was insufficient to pay the amount of the authorized amount at the time of the authorization hold, you will be charged a Courtesy Pay Fee on that transaction only if the available balance is still insufficient when the transaction posts. If there are sufficient funds available once the transaction posts to your account, you will not be charged a Courtesy Pay Fee on that transaction. However, if there are sufficient funds available when a merchant authorization request is approved, we will not charge a Courtesy Pay Fee on that transaction, even if the available balance is insufficient to pay the transaction when it posts.

For more detailed information, please refer to the “Description of Important Changes in Your Account Agreement” below.

Please carefully review the information provided because it explains how you could incur fees on your account. You do not have the right to reject these changes if you wish to maintain your accounts with us.

This limited disclosure is provided by the Credit Union in compliance with the Federal Truth-in-Savings Act. This is not a complete Account Agreement, but is limited to the change in terms set forth below. If you would like a copy of the complete, revised Account Agreement, you may contact the Credit Union at: 866.287.6225

DESCRIPTION OF IMPORTANT CHANGES IN YOUR ACCOUNT AGREEMENT

Beginning on the Effective Date, the following changes will be made to your Account Agreement:

- 1. In the CU SoCal Courtesy Pay Agreement, we have revised the section entitled “Actual Balance Compared to Available Balance” to read as follows:*

ACTUAL BALANCE COMPARED TO AVAILABLE BALANCE

Actual Balance

Your actual balance is the total amount of all the funds in your account at any time. It reflects transactions that have “posted” to your account, but not transactions that are pending (such as outstanding checks you have written against your account). While the term “actual” may sound as though the number you see is an up-to-date display of what is in your account, it is not always the case. For example, if you have a \$50 actual



balance, but you just wrote a check for \$40, then your actual balance will not reflect the pending check transaction.

Available Balance

Your available balance displays the amount of funds in your account that can be accessed at the time of the inquiry without overdrawing your account. The available balance is updated throughout the day to reflect holds, pending transactions and cleared deposits. If you withdraw more than this available balance, it often causes an overdraft, even if there is a higher total showing as your account balance because the available balance reflects the amount of money you have if all pending transactions were posted.

Example: Assume you have an actual balance of \$50 and an available balance of \$50 and there are no transactions pending. But, if you were to use your debit card at a restaurant to buy lunch for \$20, if that merchant requested preauthorization in the amount of \$20, we would put a “hold” on your account for \$20 (referred to as an “authorization on hold”). Your actual balance would still be \$50, but your available balance would be \$30 due to the hold put on your account for the \$20 restaurant charge. When the restaurant submits its bill for payment (which could be a few days later and for a different amount than the amount of the authorization hold), our system will generally release the authorization hold, post the transaction to your account, and reduce your actual balance by the amount of the posted transaction, although there may be instances when our system is unable to match an authorization hold with a posted transaction.

Because the available balance in your account includes pending transactions, it is the balance that we use to determine if you have sufficient funds to cover further transactions. Your available balance is the most current record we have about the funds that are available for withdrawal from your account. In determining the available balance in your account, we will consider all transactions that have actually posted to your account, any holds that may be in place on deposits you have made, and pending transactions (such as pending debit card purchases) that the Credit Union has authorized but that have not yet posted to your account.

Keep in mind, your available balance may not reflect all of your debit card transactions. For example, if a merchant obtains our prior authorization but does not submit an everyday debit card transaction for payment within three (3) business days from the time of authorization (or up to thirty (30) business days for certain types of debit card transactions), we must release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released until the transaction has been received by us and paid from your account.

In making a determination as to whether your merchant debit card signature transaction overdraws your account, we check your available balance at two separate times – first, at the time a merchant authorization request is received, and second, when the transaction “settles” and posts to your account. If you have not opted-in for Courtesy Pay coverage on ATM and everyday debit card transactions and your available balance is insufficient for the merchant’s authorization, we will decline the merchant authorization request. If you have opted-in for Courtesy Pay coverage on ATM and everyday debit card transactions, we generally will only decline the merchant authorization request if your Courtesy Pay limit is insufficient for the authorization request. If your Courtesy Pay limit is sufficient to cover a merchant’s authorization



request and you have opted-in for Courtesy Pay coverage on such transactions, the authorization request will be approved and an authorization hold will be placed on your account in the amount of the merchant's authorization request, and the available balance will be reduced by the amount of the authorization hold. If the available balance was insufficient to pay the amount of the authorized amount at the time of the authorization hold, you will be charged a Courtesy Pay Fee on that transaction only if the available balance is still insufficient when the transaction posts. If there are sufficient funds available once the transaction posts to your account, you will not be charged a Courtesy Pay Fee on that transaction. However, if there are sufficient funds available when a merchant authorization request is approved, we will not charge a Courtesy Pay Fee on that transaction, even if the available balance is insufficient to pay the transaction when it posts. The following example illustrates how this works:

Example: Assume your actual and available balance are both \$50, and you use your debit card at a restaurant for \$20. If the restaurant requests preauthorization in the amount of \$20, an authorization hold is placed on \$20 in your account, so your available balance is only \$30. Your actual balance would remain \$50. Before the restaurant charge is sent to us for payment, a check that you wrote for \$40 clears. Because your available balance is only \$30 (due to the authorization hold of \$20), your account will be overdrawn by \$10, even though your actual balance is \$50. In this case, if we pay the \$40 check under the Courtesy Pay Service, we will charge you a Courtesy Pay Fee of \$29, which will be deducted from your account, further increasing the overdrawn amount. In addition, when the restaurant charge is finally submitted to us for payment, we will release the authorization hold and pay the transaction amount (which may be \$20 or even a different amount, for example, if you added a tip) to the restaurant. Because there were sufficient available funds at the time of authorizing the restaurant charge, we will not charge you an additional Courtesy Pay Fee on the restaurant transaction, even though the available balance was insufficient to pay the restaurant transaction when it posted.

YOU ACKNOWLEDGE THAT YOU MAY STILL OVERDRAW YOUR ACCOUNT EVEN THOUGH THE AVAILABLE BALANCE APPEARS TO SHOW THERE ARE SUFFICIENT FUNDS TO COVER A TRANSACTION THAT YOU WANT TO MAKE.

This is because we check your available balance at two separate times as explained above, in addition to the fact that your available balance may not reflect all your outstanding checks, automatic bill payments that you have authorized, or other outstanding transactions that have not yet been paid from your account. In the example above, the outstanding check will not be reflected in your available balance until it is presented to us and paid from your account.

In addition, your available balance may not reflect the most recent deposits to your account. For details on the availability for withdrawal of your deposits, refer to the section entitled "Funds Availability Policy" in your "About Your Credit Union Accounts" disclosure. The best way to know how much money you have is to record and track all of your transactions closely.