
Overdraft Protection Application



Federal Credit Union

*P.O. Box 189
2203 Cranberry Highway
West Wareham, MA 02576*

508.291.0777 • www.pctfcu.org

- Individual Application*
- YES, I would like to apply for overdraft protection and attach it to my PCTFCU Checking Account.
 - I have a PCTFCU Checking Account. My Membership number is _____
 - My Savings Account number is _____
 - I request a Overdraft Protection credit line amount of \$_____ (minimum \$500, maximum \$3,000)

- Joint Application*
- I do not have a PCTFCU Checking Account. Please have a representative call me to arrange opening an account.
 - My daytime phone number is _____
 - My Checking Account number is _____

*The Application Disclosure information is provided on the attached Agreement.
Detach and save for your records.*

In order to process your application, PCTFCU requires a recent (30 days or less) payroll check stub for you and any co-applicants.
If you are self-employed, we require copies of your most recent tax returns.

APPLICANT Complete the information below. Please print.

NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

SOCIAL SECURITY _____ DATE OF BIRTH _____

HOME PHONE _____

OWN OR RENT _____ YR./MO THERE _____ MONTHLY PAYMENT _____

EMPLOYER NAME AND ADDRESS _____

POSITION _____ YR/MO _____

BUSINESS PHONE _____ GROSS MONTHLY SALARY _____

NAME OF NEAREST RELATIVE NOT LIVING WITH YOU _____ RELATIONSHIP _____

ADDRESS _____ TELEPHONE _____

E-MAIL ADDRESS _____

CO-APPLICANT Complete the information below. Please print.

NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

SOCIAL SECURITY _____ DATE OF BIRTH _____

HOME PHONE _____

OWN OR RENT _____ YR./MO THERE _____ MONTHLY PAYMENT _____

EMPLOYER NAME AND ADDRESS _____

POSITION _____ YR/MO _____

BUSINESS PHONE _____ GROSS MONTHLY SALARY _____

NAME OF NEAREST RELATIVE NOT LIVING WITH YOU _____ RELATIONSHIP _____

ADDRESS _____ TELEPHONE _____

E-MAIL ADDRESS _____

OTHER INCOME You need not disclose income from alimony, child support or separate maintenance unless you wish to have it considered in the credit decision. List sources and monthly amounts (applicant or co-applicant). Verification may be requested.

APPLICANT'S OTHER INCOME \$ _____ SOURCES _____

CO-APPLICANT'S OTHER INCOME \$ _____ SOURCES _____

CURRENT OBLIGATIONS Indicate here all debts owed. Include banks, retail stores, finance companies, credit unions and individual credit card payments. (If none, enter paid loan credit references. If additional space is needed, please attach a separate sheet. Check A for applicant or C for co-applicant.

	Original Amount	Unpaid Balance	Monthly Payment
<input type="checkbox"/> A <input type="checkbox"/> C	\$ _____	\$ _____	\$ _____
<input type="checkbox"/> A <input type="checkbox"/> C	\$ _____	\$ _____	\$ _____
<input type="checkbox"/> A <input type="checkbox"/> C	\$ _____	\$ _____	\$ _____

We intend to apply for joint credit. Applicant's Initials _____ Co-Applicant's Initials _____

SIGNATURE OF APPLICANT(S) All joint account holders must sign. Use additional applications if necessary.

The statement is submitted to obtain credit and I/we certify that all information herein is true and complete. I/We also authorize the credit union to verify or obtain further information the credit union may deem necessary concerning my/our credit standing. If this application is approved, the undersigned applicant(s) by signing or using the Overdraft Protection agree(s) that the applicant(s) will be bound by the terms and conditions of the agreement, a copy of which I/we hereby acknowledge receipt of. I/We acknowledge that the credit union may report information about my/our account to credit bureaus. Late payments, missed payments, or other defaults on my/our account may be reflected in my/our credit report.

Signature of Applicant _____ Date _____

Signature of Co-Applicant _____ Date _____

Approved _____ Denied _____ Loan Number _____

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Advances	18.00%
Paying Interest	You will be charged interest from the transaction date.

Fees	
ANNUAL FEE	\$10.00
LATE CHARGE	\$10.00

How We Will Calculate Your Balance: We use a method called “daily balance (including new purchases)”.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided on the back of this agreement.

The Borrower(s) has requested the above named institution (the “Lender”) to open a *Line of Credit* (“*Loan Account*”). The Loan Account will permit the Borrower(s) to borrow money from the Lender at any time or times to the extent of the unused portion (“*Available Credit*”) of the line of credit established by the Lender for the Borrower(s) (“*Maximum Credit Limit*”). In consideration of the Lender’s agreement to open a Loan Account in the Borrower(s) name, the Borrower(s) agree(s) to the following terms and conditions.

- Making of Loans.** If at any time or times, payment of a draft drawn on the Borrower’s Checking or Share Draft Account, which the Borrower agrees to maintain with the Lender during the term of this Agreement, results or would result in an overdraft, the Lender shall have the right, without notice to the Borrower, to cause the Borrower’s Checking or Share Draft Account to be credited, and the Borrower’s Loan Account to be charged, with an advance which would be sufficient to cover such overdraft, (even if such advance exceeds the then Available Credit), provided however, such advances shall be in multiples of \$50. In addition, the Borrower may activate Reserve-Credit by delivering to the Lender a transfer order, when and if such forms are provided by the Lender, signed by the Borrower and requesting that the Lender advance a sum specified therein (which sum shall be in multiples of \$50 only), not exceeding the amount of the Borrower’s then Available Credit, which sum shall be credited to the Borrower’s Checking or Share Draft Account and charged to the Borrower’s Loan Account. If the amount of the Borrower’s Available Credit is less than the amount specified in any transfer order, the Lender may, in its sole discretion, either refuse to advance, or advance, the amount specified, and any such advance shall be subject to all the terms and conditions hereof. Every advance made by the Lender pursuant to this Agreement, and charged to the Borrower’s Loan Account, will constitute a loan to the Borrower. In addition, the Lender may at any time or times cause the Borrower’s Checking or Share Draft Account to be credited and the Borrower’s Loan Account to be charged with such amounts as may be required to cover repayment as described in the repayment section of this Agreement, if the Checking or Share Draft Account does not contain sufficient collected funds for such repayment, provided, however, any such advance shall be in multiples of \$50 only.
- Monthly Statements.** The Lender will mail at the end of each monthly cycle a statement to the Borrower(s) at the address designated on application, or such other address as the Borrower(s) may designate in a written notice actually received by the Lender, which statement will show with respect to such period: the previous balance; Loans made; payments received by the Lender and finance charges imposed, if any; the new balance; the minimum payment due; and the Borrower(s) then Available Credit hereunder.
- Interest Charge.** The Borrower shall pay an interest charge on all loans made hereunder at a daily periodic rate of 0.04931% which is an **ANNUAL PERCENTAGE RATE of 18.00%**. The interest charge is computed daily by multiplying the daily period rate by the balance subject to interest charge in the Borrower’s Loan Account at the end of each day. The interest charge for the billing cycle is determined by adding together all of the daily interest charges for the billing cycle. The balance subject to interest charge in Borrower’s Loan Account for any given day is determined by adding to the previous day’s ending balance any Reserve-Credit loan or miscellaneous charges and subtracting from the previous day’s ending balance any payments made by the Borrower or miscellaneous credits. Interest charges are added to the Borrower’s Loan Account monthly on the closing date of the billing cycle, but such interest charges are never added to the balance on which interest charges are computed, whether such interest charges are current or carried over from a prior billing cycle. Loans are subject to interest from the date that the proceeds are advanced until the date that they are paid in full. There is no free period during which a loan may be repaid without incurring an interest charge. The Annual Percentage Rate includes only interest and not other costs.
- Repayment Terms.** Except as hereinafter otherwise provided in this paragraph, or in the Default paragraph hereof relating to default, the Borrower(s) will pay to the Lender, within twenty eight (28) days after the date of each monthly statement rendered to the Borrower(s) by the Lender and on account of the Borrower(s) obligations hereunder, an amount set forth in each such statement which will be equal to 5.0% of any outstanding balance, in the Borrower(s) Loan Account as of such statement date, but no less than \$50.00 or such lesser amount as will pay such balance in full.
 The Borrower(s) may prepay the outstanding balance in such Loan Account at any time, in part or in whole, but any prepayment shall not affect the Borrower(s) obligation to make the minimum monthly payment in any succeeding month.
 The Lender is not obligated to permit the amount of the balance (including loans and interest charge) outstanding at any one time in the Borrower(s) Loan Account to exceed the Borrower(s) Maximum Credit Limit. Therefore, the Borrower(s) will pay to the Lender, on demand, a sum sufficient to reduce the amount of any balance in excess of the Borrower(s) Maximum Credit Limit, outstanding in the Borrower(s) Loan Account at any time or times, to the amount of such Maximum Credit Limit.
- Adjustment of Maximum Credit Limit.** The Lender may increase or decrease the Borrower(s) Maximum Credit Limit at any time by mailing or delivering written notice to the Borrower(s). Credit line increases are effective upon approval by the Lender. Except as otherwise provided in the Default paragraph hereof relating to default, no decrease by the Lender of such Maximum Credit Limit shall require the Borrower(s) to repay any outstanding balance in Borrower(s) Loan Account on the effective date specified in the notice thereof more rapidly than the Borrower(s) would have been obligated to do prior to such effective date, but the new Maximum Credit Limit shall be effective to limit all loans made by the Lender to the Borrower(s) after such effective date. The Annual Percentage Rate shall never exceed 18.0% per year unless permitted by law.
- Default.** Failure of the Borrower(s) to make any Minimum Payment when due, to pay on demand any amount advanced by the Lender in excess of the Borrower(s) Maximum Credit Limit, to pay any amount required under the Repayment Terms paragraph hereof, or to pay or to perform any other liabilities or obligations of the Borrower(s) to the Lender, whether under this Agreement or otherwise, or the closing or attachment (whether by trustee process or otherwise) of the Borrower(s) Checking Account, or upon the death of any Borrower(s), an assignment for the benefit of creditors, insolvency or commencement of bankruptcy proceedings by or against the Borrower(s), or the occurrence of any material adverse changes in the financial condition of the Borrower(s), or the discovery that any financial statement furnished by the Borrower(s) to the Lender was false or misleading in any material respect shall constitute a default hereunder. Upon default, the Lender may immediately, without notice to Borrower(s) and in addition to exercising any other rights provided herein or by law, terminate Borrower(s) line of credit and the Lender’s obligation to make further loans hereunder and declare the total amount of the outstanding balance in the Borrower(s) Loan Account immediately due and payable without demand or notice to the Borrower(s). Borrower(s) agrees to pay such total amount to the Lender upon demand. The Borrower(s) will also pay all costs of collection, including reasonable attorneys’ fees, which are incurred by the Lender in enforcing any of the obligations of the Borrower(s) hereunder after default, to the extent not prohibited by law.
- Annual Fee.** The Borrower shall pay an annual fee in the amount of \$10.00 to the Lender for participation in this credit plan. The Annual Fee will be deducted from the Borrower(s) checking account as a loan advance every anniversary of the Agreement, on the last day of the anniversary month.
- Late Charges.** In the event that any payment due hereunder is not paid in full within 15 days of its due date, Borrower(s) must pay to Lender a late charge equal to \$10.00.

NOTICE: SEE BACK SIDE FOR ADDITIONAL TERMS AND CONDITIONS OF THIS AGREEMENT AND IMPORTANT INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS.

ADDITIONAL TERMS AND CONDITIONS

Security/Lender's Rights of Set-Off. The Lender has a right of set-off against deposit balances. Under this right, if Borrower is in default, Lender may, without notice, apply funds in Borrower's Checking or Share Draft Account or any other deposit account to satisfy in full, or reduce, Borrower's debt to Lender. In addition to this right of set-off, the Borrower grants to the Lender a security interest in all deposits or other property of the Borrower which are now or hereafter in the Lender's possession, as security for all present or future liabilities hereunder of the Borrower to the Lender. The Lender may, at its option, exercise its right of set-off without relying upon the security interest granted hereunder. In no event, however, shall Lender have any security/mortgage interest in any property constituting Borrower's principal residence or in any consumer goods and, to the extent that any provision of applicable law grants a security/mortgage interest in any such property, the Lender hereby expressly waives the benefit of any such provision of law.

Amendment of Agreement. The Lender may, at any time and from time to time, amend any or all of the provisions of this Agreement, including without limitation, provisions relating to the interest rate and the amount of the finance charge or the minimum monthly payment, by written notice to the Borrower mailed at least forty-five (45) days in advance of the effective date of the amendment. Upon such effective date, unless the Borrower has terminated this Agreement prior thereto, any such amendment shall be applicable to any amounts then or thereafter owed to the Lender by the Borrower under this Agreement.

Termination. This Agreement may be terminated at any time, either by the Lender or by the Borrower, by written notice mailed to the other at least five (5) days in advance of the effective date of termination, but except as otherwise provided in the Default paragraph, such termination by the Lender shall not apply to any transfer order properly executed and delivered by the Borrower prior to such effective date, and whether by the Lender or by the Borrower, shall not affect the obligation of the Borrower to repay all sums loaned hereunder with interest (interest charge), or any other rights the Lender may have hereunder.

More Than One Borrower. If this Agreement is signed by more than one person, (a) the word "Borrower" shall include all of them; (b) advances may be made on behalf of any of them, but the Maximum Credit Limit shall apply to the total of the loans made to them; (c) any of them may terminate the Agreement, and the Lender shall not be obligated to notify the other(s); (d) all of their obligations hereunder shall be joint and several; and (e) the word "Borrower" in the Default paragraph, shall be deemed to mean any of them.

Waiver. No delay by the Lender in exercising any right or remedy hereunder shall constitute a waiver thereof. Any waiver by the Lender on any one occasion of any requirement of this Agreement or of any default hereunder, including, without limitation, the requirement that advances and transfers of funds be made by transfer orders, shall not constitute a waiver of such requirement or default on another occasion or of any other requirement then in default.

Assignment. Neither this Agreement nor any rights or privileges of the Borrower hereunder may be assigned to any other person, but the obligations of the Borrower hereunder shall be binding upon the Borrower's heirs, executors, administrators, and legal representatives.

Evidence. Any photographic or mechanical reproduction of any transfer order or other document relating to the Borrower's Deposit Account or Loan Account shall be competent evidence of any transactions involving the original documents.

YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at: PCTFCU, P.O. Box 189, 2203 Cranberry Highway, West Wareham, MA 02576

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe. If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us. If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

IMPORTANT DISCLOSURES FOR ACTIVE MEMBERS OF THE MILITARY AND THEIR DEPENDENTS: The following applies to members of the military and their dependents if: (a) at the time your loan is made, you are an active member of the military or you are a dependent of an active member of the military as defined by the Military Lending Act, and (b) your loan is unsecured or secured by personal property that you did not purchase with the proceeds of the loan.

MILITARY LENDING ACT NOTICE: Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

You may call us at (800) 221-0189 to receive these disclosures orally.

The following terms apply only to loans made under the Military Lending Act:

- a. Unless you give us a consensual lien on funds in an account opened specifically to secure this loan and deposit funds into this account after the loan is approved, we will not use your funds as security.
- b. We may have a statutory lien on any secured or other accounts you have under federal or state law. "Cross collateralization" provisions in the loan contract will not apply to this Loan or any loan-secured account.
- c. Any references to mandatory arbitration in the loan contract are deleted.

In addition to the above, under the Military Lending Act, the Institution cannot require you to set-up an allotment to pay your Loan, and we must provide you with written demands and other legal notices even if you have waived them. Please ask us if you need an explanation of your rights.