

# CHECKING ACCOUNT AGREEMENT—LPS Employees FCU

Effective: Nov. 1, 2019

**Agreement**--It is agreed that the LPS Employees Federal Credit Union (LPSCU) is authorized to pay checks signed by the account owner, or any named joint owner, from funds in the designated account.

**Eligibility**--The member must be in good standing with the Credit Union and have the ability to responsibly manage a checking account. A credit report may be reviewed to verify the applicant's credit history. Any adverse history may be cause to deny opening the account.

**Minimum balance**--There is no initial deposit or minimum balance required for your account. If a checking account has a negative balance, all future deposits may be applied to the checking account first.

**Non-Sufficient Funds**--In the event we receive a non-sufficient fund (NSF) item on your account, we will pay or return the item according to our Negative Checking Balance and Courtesy Pay Policies as provided on the back side of this agreement.

**Free Checks**--Only check styles offered and ordered by the LPSCU will be at no charge, with a maximum of two boxes of checks per order. Other checks and methods used to withdraw funds must be approved by the LPSCU and will be at your own expense. There are no limits on the number of checks you may write.

**Stop Payments**-- Requests for Stop Payments on checks must be submitted in person at the credit union and will result in a \$10.00 fee. We cannot Stop Pay a debit card transaction. If you suspect fraud, contact LPSCU.

**Lost or Stolen Checks or Suspected Fraud**--You must notify the LPSCU immediately upon discovering lost or stolen checks. In case of suspected fraud, the LPSCU will handle each case according to the facts involved. You are required to assist the investigation including notifying authorities as necessary.

**Closing an Account**--An account may be closed if the check writing privilege, Courtesy Pay policy, or Stop Payment service has been abused as determined by the Credit Union or if an account has had a negative balance for 45 consecutive days. We will notify you 30 days prior to closing the account.

**Stale Items**--Checks presented for payment more than 6 months past the date of the check may be refused.

**Statements**--Statements showing all checking account activity will be mailed monthly. You then have 30 days to dispute a transaction or the information will be considered correct.

**Copies of Checks**--Original copies of paid checks will not be returned. Copies of checks, if available, may be provided upon request. In some cases, the cancelled checks may be available from the retailer or payee.

**I / (We) agree to the terms stated above:**

**LPS ACCT #:** \_\_\_\_\_

\_\_\_\_\_  
**Account Owner Name (Please write legibly - As you want it to appear on checks)      Account Owner Signature      Date**

\_\_\_\_\_  
**Address      Phone #      Driver's License #**

\_\_\_\_\_  
**Owner (Please write legibly - As you want it to appear on checks)      Joint Owner Signature      Joint Date**

\_\_\_\_\_  
**Beneficiary(s) if applicable**

**Check Style: single / duplicates**

**Color: Green Blue Yellow**

**Begin Check #:** \_\_\_\_\_

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These Policies apply to checks, debit card transactions, preauthorized payments, telephone transfers, or other electronic (ACH) payments or transfers initiated by you. Transactions will be processed in the order that they are received, which may not be the same order as they occurred, and could affect how fees are incurred. You will be mailed notice of each insufficient fund item in writing within 3 business days.

**Negative Checking Balance Policy:**

If a transaction results in your checking account having a negative balance, the Credit Union may transfer funds from your Primary Share Account or apply the Courtesy Pay Policy, to cover the negative balance. There is a limit of six transfers from your Primary Share Account per month. The Credit Union will mail a notice advising you of the transaction and any fee that may have been applied.

If your checking account remains negative for 30 consecutive days, the Credit Union will attempt to contact you in writing, by text or phone call with a request to bring your account current. If your account remains negative for 45 or more days, a deposit or loan funds (if eligible) sufficient to bring the account current will be required within 15 days. Failure to bring your account current may result in your account being closed and assigned to a collection agency.

I do not wish to have funds transferred from my Share Accounts to cover a negative balance in my Checking Account.

Name \_\_\_\_\_ Account # \_\_\_\_\_ Date \_\_\_\_\_

**Courtesy Pay Policy:**

Courtesy Pay is applied to all checking accounts unless you "Opt Out" by indicating below.

If the credit union determines that the Courtesy Pay policy is being abused, we will inform you of such and the policy will be revoked. The Courtesy Pay may also be revoked upon notice of Bankruptcy, or if you are 30 or more days late on a credit union loan.

Courtesy Pay will apply to transactions resulting in an overdrawn account as follows:

1. Less than \$50.00 overdrawn – we will pay the item with no fee
2. More than \$50.00, but less than \$150.00 overdrawn – we will pay the item with a \$15.00 fee.
3. More than \$150.00 overdrawn – each item will be returned unpaid, with a \$15.00 fee per item.
4. You may purposely overdraw your account to receive cash up to \$150.00. Banking regulations require a check be presented to the Credit Union as a record of this request. When paying a check for the purpose of getting cash we will not take your account past \$150.00 overdrawn including the applicable fee.

**If you choose to Opt Out, all transactions resulting in a negative checking account balance will be returned with a \$15.00 fee per item.**

I voluntarily "Opt Out" of Courtesy Pay Overdraft Protection from my checking account.

Name \_\_\_\_\_ Account # \_\_\_\_\_ Date \_\_\_\_\_