



### **Your Ability to Withdraw Funds**

Our policy is to make funds from your cash and most deposits available to you on the same business day that we receive your deposit, subject to certain exceptions outlined below. Electronic direct deposits will be available on the day we receive the deposit, unless they involve an International ACH Transaction. See below for more information on International ACH Transactions. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

**Longer Delays May Apply.** In some cases, the availability of funds may be delayed under the following circumstances:

**Case-by-Case Holds:** Depending on the type of check that you deposit, funds may not be available until the beginning of the second business day after the day of your deposit, or longer if subject to an Exception Hold listed below. The first \$275 of your deposits, however, will be available on the first business day after the date of deposit.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not tendered directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**Exception Holds:** In addition, funds you deposit by check may be delayed for up to seven (7) business days after the business day of your deposit under the following circumstances:

- We believe a check you deposit will not be paid;
- You deposit checks totaling more than \$6,725 on any one day;
- You redeposit a check that has been returned unpaid;
- You have overdrawn your account repeatedly within the last six (6) months; or
- There is an emergency, such as failure of computer or communications equipment or natural disaster.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available.

### **Holds on Other Funds**

If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately, but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

### **Deposits at Automated Teller Machines**

Except for deposits of U.S. Treasury checks made payable to you, checks written on a UFCU account and the first \$275 of your deposits made at ATMs owned and operated by the Credit Union, deposits will become available for withdrawal on the second business day after the business day of deposit, subject to review and approval. For deposits of U.S. Treasury checks made payable to you, checks written on a UFCU account, and the first \$275 of your deposits made at ATMs owned and operated by the Credit Union, deposits will become available for withdrawal on the 1st business day after the day of deposit.

If you make such a deposit prior to closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day that we are not open, we will consider the deposit made on the next business day we are open.

### **Deposits via Mobile Banking**

Deposits made via Mobile Banking are subject to the terms and conditions contained within the Remote Deposit Capture User Agreement entered into at the time of first use of mobile deposit feature within UFCU's mobile application and updated from time to time, the terms and conditions of which are incorporated herein by reference.

## Cash Withdrawal Limitation

We place certain limitations on withdrawals in cash. In general, \$275 of a deposit is available for withdrawal in cash on the first business day after the business day of deposit. Thereafter, any amount of the deposit over \$275, up to \$550, is available for cash withdrawal on the second business day after the day of the deposit. Any amount of the deposit over \$550 will be available for withdrawal in cash on the following business day. In addition, the following daily limitations apply to Point of Sale withdrawals and ATM withdrawals:

| Account Type          | Point of Sale "POS" Withdrawal limits per day: | ATM maximum daily withdrawal limit (money market, savings, line of credit and checking combines): |
|-----------------------|------------------------------------------------|---------------------------------------------------------------------------------------------------|
| Free Checking Account | \$3,000.00                                     | \$2,000.00                                                                                        |
| Teen Checking Account | \$2,000.00                                     | \$500.00                                                                                          |
| Plus Checking Account | \$7,500.00                                     | \$2,000.00                                                                                        |
| Simply U Account      | \$2,000.00                                     | \$1,000.00                                                                                        |

## Special Rules for New Accounts

If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$6,725 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the next business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$6,725 will be available on the 3rd business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$6,725 will not be available until the 2nd business day after the day of your deposit.

Funds from all other check deposits will be available on the 3rd business day after the day of your deposit.

## Business Days and Cut-off Times

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, federal holidays, and days in which a state of emergency has been declared which affects the operations of the Credit Union. If you make a deposit before 7:00 p.m. CST on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after that time or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

## International ACH Transactions

International ACH Transactions (IAT) that are transmitted to or from any of your accounts may be identified and designated by us for review and examination under the Office of Foreign Assets Control Rules and Regulations (OFAC Rules). In such a case, settlement of the IAT may be delayed or suspended, and may be terminated under applicable OFAC Rules. You understand that we may be required to place an indefinite hold on funds covered by the IAT if the IAT is required to be terminated under OFAC Rules. You agree that any such delay is permissible under the laws applicable to the availability of funds held in deposit accounts. In the event an IAT is delayed or terminated, we will provide you such notice as required by applicable law.

## Foreign Checks or Drafts

Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Notwithstanding, it is the policy of UFCU not to accept checks drawn on foreign financial institutions. In the event a foreign check is inadvertently accepted it will be sent back to the presenter. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which it is drawn.

## Substitute Checks and Your Rights: Important Information About Your Checking Account

### What Is a Substitute Check?

To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

## What Are My Rights Regarding Substitute Checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (e.g., bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to dividends on the amount of your refund if your account is a dividend-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus dividends if your account earns dividends) within 10 business days after we received your claim and the remainder of your refund (plus dividends if your account earns dividends) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any dividends on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

## How Do I Make a Claim for a Refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at P.O. Box 9350, Austin, TX 78766, (512) 467-8080 or (800) 252-8311. You must contact us within 60 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss (if applicable); and
- A copy of the substitute check and the following identifying information to help us identify the substitute check: *check number, the name of the person to whom you wrote the check, and the amount of the check as well as any additional relevant identifying information.*