



**Hawaii  
National Guard**  
CREDIT UNION

A DIVISION OF ALOHA PACIFIC FEDERAL CREDIT UNION

SERVICE THE BEST

JULY 2020

# SHAREOWNER



## A MESSAGE FROM JOSIE

Jozet "Josie" Yoshitake  
Regional Manager, HNGCU

# Aloha, Loyal HNGCU Members

It is with great sadness that I prepare my final *Shareowner* newsletter message.

As of June 30, 2020, HNGCU has ceased to exist, and your accounts have been merged with Aloha Pacific FCU. Both HNGCU offices at Diamond Head and Kalaeloa are permanently closed.

Back in 2017 we entered into a co-branded merger – the first of its kind in Hawaii – with APFCU. We were able to keep our staff, two branches and the distinguished HNGCU logo on our products! Unfortunately, we haven't been able to grow our membership as we'd hoped or increase loan volume. Member traffic in our branches didn't warrant keeping staff there with the equipment and communication costs mounting.

I still believe the 2017 merger with APFCU was an excellent choice for our small HNGFCU. Now members are enjoying a choice of branches, robust online banking services, shared branching and so many wonderful products the HNGFCU could never manage to give you!

I spent 30 years at the HNGCU and my heart is breaking knowing I won't get to visit with the membership I grew to love and never officially said goodbye. I'll miss seeing camouflage every day and won't be able to attend the festive Guard events.

I hope I served you well during my time managing your accounts. Most of all, I will miss working and laughing with Susan Arista. She is a beautiful, remarkable lady who will continue to succeed at our Kaimuki branch and welcome

you with her bright smile if you ever want to visit. Thank you, Flor Fiesta, for your compassion while working at our Kalaeloa office when we needed you most. Continue to shine at the Kapolei branch.

As I head to the Accounting department, I leave you hoping you'll continue to utilize your accounts with APFCU, reaping all the amazing benefits. The staff at their branches are equally thoughtful,

along with an outstanding, knowledgeable call center. Since 2017 I bragged about how uniquely fantastic the HNGCU members are ... don't let me down!!

I thank the Hawaii National Guard for over 60 years of credit union support!!!

Until we meet again, I wish your life to be full of kindness and blessings.

*More photos on page 2*



*From left, Susan Arista and Josie Yoshitake*

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## Policy Updates

The **Agreements and Disclosures** document has been updated. It includes basic information about accounts and services such as online banking and bill payment, and the privacy policy.

The document now includes an **Arbitration and Waiver of Class Action**, which accompanies this newsletter, for your review. You will have 30 days to opt out of arbitration if you choose to do so.

Instructions are included in the enclosed Arbitration and Waiver of Class Action.

Also, in accordance with the **Expedited Funds Availability Act**, we have updated our policy, effective June 1. This document also accompanies the newsletter and copies are available at the branches.

If you would like a copy of the complete Agreements and Disclosures, please see branch staff.

## CURRENT RATES

Please call (808) 531-3711, visit any APFCU branch or [alohapacific.com](http://alohapacific.com) for our current account and loan rates.

Membership (\$5 in regular savings) required to receive benefits and services. All loans subject to approval.

### ALOHA PACIFIC FCU

alohapacific.com • (808) 531-3711

#### MAIN BRANCH

832 South Hotel Street, Honolulu, HI 96813  
Monday–Friday: 7:30 am–5 pm

#### FORT STREET

988 Fort Street Mall, Honolulu, HI 96813  
Temporarily closed

#### KAILUA

200 Hamakua Drive, Suite B6, Kailua, HI 96734  
Monday–Thursday: 9 am–5 pm  
Friday: Noon–5 pm | Saturday: 9 am–2 pm

#### KAIMUKI

3625 Harding Avenue, Honolulu, HI 96816  
Monday–Thursday: 9 am–5 pm  
Friday: Noon–5 pm | Saturday: 9 am–2 pm

#### KAPOLEI

1001 Kamokila Boulevard, Suite 104, Kapolei, HI 96707  
Monday–Thursday: 9 am–5 pm  
Friday: Noon–5 pm | Saturday: 9 am–2 pm

#### WAIKELE

94-799 Lumiaina Street, Unit 2-A2,  
Waipahu, HI 96797  
Monday–Thursday: 9 am–5 pm  
Friday: Noon–5 pm | Saturday: 9 am–2 pm

#### WAIMALU

98-1277 Kaahumanu St., Ste. 143, Aiea, HI 96701  
Monday–Thursday: 9 am–5 pm  
Friday: Noon–5 pm | Saturday: 9 am–2 pm

#### KAHULUI

70 Ho'okele Street, #1210, Pu'unene Shopping  
Center, Kahului, HI 96732  
Monday–Thursday: 9 am–5 pm  
Friday: Noon–5 pm | Saturday: 9 am–1 pm

#### HENDERSON

9555 S. Eastern Avenue, Suite 150,  
Las Vegas, NV 89123  
(702) 776-6900 Phone • (702) 776-6906 Fax  
Monday–Thursday: 9 am–5 pm  
Friday: Noon–5 pm | Saturday: 9:30 am–2 pm

### OTS EMPLOYEES CREDIT UNION

otsecu.com • (808) 847-8560

811 Middle Street, Honolulu, HI 96819  
CLOSED

### KEKAHA CREDIT UNION

kekahacu.com • (808) 337-1433

8254 Kekaha Road, Kekaha, HI 96752  
Monday–Thursday: 9 am–2 pm  
Friday: 9 am–5 pm

**BOARD OF DIRECTORS:** Gary Iwai (Board Chair), Stan Inamasu (1<sup>st</sup> Vice Chair), Allan Fujimoto (2<sup>nd</sup> Vice Chair), Darwin Hamamoto (Secretary), Robert S. Morita, Sam Moku and Geminiano “Toy” Arre Jr.

**SUPERVISORY COMMITTEE:** Ann Sakurao (Chair), Howard Okamoto (Vice Chair), Diane Murata (Secretary), Ben Dimond and Jonathan Tamanaha

**PRESIDENT & CEO:** Vince J. Otsuka

Letters and other correspondence for APFCU's Supervisory Committee should be mailed to P.O. Box 1377, Aiea HI 96701.

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## **ARBITRATION AND WAIVER OF CLASS ACTION**

You and the credit union agree that we shall attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts, or the products or services the credit union has provided, will provide or has offered to provide to you, or any aspect of your relationship with the credit union (hereafter referred to as the "Claims"). If that cannot be done, then you agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision ("Arbitration Agreement"), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at [www.adr.org](http://www.adr.org); or, a copy of the Rules can be obtained at any credit union branch upon request. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS ACCOUNT AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf. This Arbitration Agreement shall not apply to claims that are initiated in or transferred to small claims court.

- 1. Selection of Arbitrator.** The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the forum for the resolution of the Claims.
- 2. Effective Date.** This Arbitration Agreement is effective upon the 31<sup>st</sup> day after we provide it to you ("Effective Date"), unless you opt-out in accordance with the requirements of the RIGHT TO OPT-OUT provision below. If you receive your statements by mail, then the Arbitration Agreement was provided to you when it was mailed. If you receive your statements electronically, then it was provided to you when you were sent notice electronically.
- 3. Arbitration Proceedings.** The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The Arbitrator shall be entitled to award the same remedies that a court can award, including any kind of relief that could be awarded by a court, including injunctive relief. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed. The credit union shall pay for any filing, administration, and arbitrator fees imposed on you by the AAA. However, you will be responsible for your own attorneys' fees, unless you prevail on your Claim in the arbitration, in which case, we will pay your attorneys' fees. Conversely, if the credit union prevails, then you will not be required to pay its attorneys' fees and costs. Nothing contained in this Arbitration Agreement shall prevent either You or the credit union from applying to any court of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, an attachment or any other pre-judgment remedies.

Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.

- 4. Class Action Waiver.** ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.
- 5. Severability.** In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.
- 6. Right to Opt-Out.** You have the right to opt-out of this Arbitration Agreement and it will not affect any other terms and conditions of your Account Agreement or your relationship with the Credit Union. To opt out, you must notify the credit union in writing of your intent to do so within 30 days after the Effective Date. Your opt-out will not be effective and you will be deemed to have consented and agreed to the Arbitration Agreement unless your notice of intent to opt out is received by the credit union in writing at ATTN: Support Services, Aloha Pacific FCU, 3465 Waialae Avenue Suite 400, Honolulu, HI 96816 within such 30 day time period. Your notice of intent to opt out can be a letter that is signed by you, that states "I elect to opt out of the Arbitration Agreement" or any words to that effect, with your printed name and affected member numbers; or you may call the Credit Union at (808) 531-3711 and we will provide an electronic means for you to opt-out.

FOR MORE DETAILS or if you have questions, you may call us or visit a branch. If you have questions about AAA procedures, you should check AAA's website, [www.adr.org](http://www.adr.org), OR call AAA at (800) 778-7879.

Effective **June 1, 2020**, the Aloha Pacific Federal Credit Union Funds Availability Policy Disclosure is amended as shown below.

Please retain this amendment with the original Funds Availability Policy Disclosure provided to you.

## FUNDS AVAILABILITY (Regulation CC) DISCLOSURE

This policy describes the ability to withdraw funds at Aloha Pacific Federal Credit Union and shall apply to Business and Consumer transaction accounts. However, the Credit Union reserves the right to delay the availability of funds deposited to non-transaction accounts for periods longer than those disclosed in this policy. You should refer to the section of these agreements and disclosures that describes the details of your specific account type for additional information.

**GENERAL POLICY.** Our policy is to make funds from Your deposits available to You on the same business day that We receive Your deposit. For determining the availability of Your deposits, a business day is Monday through Friday, except federal holidays. If You make a deposit in person, to an employee, before close of business on a business day that We are open, We will consider that day to be the day of Your deposit. Please remember that even after we make funds available to YOU, and You have withdrawn the funds, You are responsible for checks You deposit that are returned to Us unpaid, and for any other problems involving Your account.

**RESERVATION OF RIGHT TO HOLD.** In some cases, We will not make all of the funds that You deposit by Check available to You on the same business day that We receive Your deposit. Depending on the type of Check that You deposit, funds may not be available until the second business day after the day of Your deposits if made in the credit union's Nevada branch; or the third business day after the day of Your deposit if made in the credit union's Hawaii branches. However, the first **\$225.00** of Your aggregate deposit will be available on the day of Your deposit.

If We are not going to make all of the funds from Your deposit available on the same 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 made 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 next business day after We receive Your deposit.

**HOLDS ON OTHER FUNDS.** If We cash a Check for You that is drawn on another financial institution, We may place a hold on the funds in Your Account in the amount of the cashed Check. 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 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 policy for the type of Check that is deposited.

**LONGER DELAYS MAY APPLY.** We may delay Your ability to withdraw funds deposited by Check into Your Account an additional number of days for these reasons:

- We believe a Check You deposit will not be paid.
  - \*You deposit Checks totaling more than **\$5,525** on any one day.
  - You deposit a Check that has been returned unpaid.
  - You have overdrawn Your Account repeatedly in the last six months.
  - There is an emergency, such as failure of communications or computer equipment.
- \* The first **\$225** may be available on the business day of Your deposit.

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. They will generally be available no later than the seventh business day after the day of deposit if the deposit is made in the credit union's Nevada branch, and the eighth business day after the day of deposit if the deposit is made in the credit union's Hawaii branches.

**SPECIAL RULES FOR NEW ACCOUNTS.** If You are a new member, the following special rules will apply during the first thirty days Your Checking Account is open.

- Funds from a deposit by Check may be delayed for a longer period and the first **\$225** may not be available on the business day of deposit.
- Funds from electronic direct deposits to the Account will be available on the day We receive the deposit.
- Funds from a deposit of cash, wire transfers and the first **\$5,525** of a day's total deposits of cashier's, certified, teller's, traveler's, U.S. Postal Money Orders, and federal, state and local government Checks will be available on the day of deposit if the deposit meets certain conditions. For example, the Checks must be payable to You. The excess over **\$5,525** will be available on the ninth business day after the day of deposit. Funds from all other Check deposits may be available on the seventh business day after the day of deposit if the deposit is made in the credit union's Nevada branch, and the eighth business day after the day of deposit if the deposit is made in the credit union's Hawaii branches.

**SPECIAL RULES FOR ATM DEPOSITS.** ATM deposits are subject to the following provisions.

- Generally, deposits made at an ATM are verified and credited to Your Account by the next business day. In cases where deposits are not picked up daily, the deposits will be verified and credited to Your Account by the next day following deposit pick up.
- Check deposits at the ATM will be subject to the Check holds as stated above for other Check deposits.
- For hold purposes, the day We verify the deposit is considered the day of the deposit.

**FOREIGN CHECKS.** Checks drawn on financial institutions located outside the United States are not subject to these policies. Such checks must be specifically identified and processed. Generally, availability of funds from foreign check deposits will be delayed until we have collected the funds from the institutions on which they are drawn.

**SUBSTITUTE CHECKS.** The Check Clearing for the 21st Century Act (“Check 21”) enables financial institutions to send Checks to each other electronically, and enables the Credit Union to receive a paper copy of the electronic Check (called a “substitute Check”). Substitute Checks are the legal equivalent of a paper Check for all purposes.

- The substitute Check will state “This is a legal copy of Your Check. You can use it in the same way You would use the original Check.”
- The Credit Union will provide members with a disclosure that a substitute Check is the legal equivalent of an original Check, along with the member rights that apply when a member in good faith believes that a substitute Check was not properly charged to his/her account. The disclosure will be provided in the following circumstances:
  - Whenever new accounts are opened:
  - Whenever original or substitute Checks are provided with the periodic statement; and
  - Whenever a member requests an original Check or a copy of a Check, and instead receives a substitute Check. The disclosure in this instance will be provided no later than the time the member receives the substitute Check.
  - For joint accounts, the disclosure need only be provided to one account holder.