

REGULATION E: Scope: This regulation is applicable to all electronic fund transfers including, but not limited to Commonwealth Credit Union Passage Check Cash/ATM cards, "Tellie", the Touch Tone Teller service, Home Banking, and Bill Payment Service.

## Liability Disclosure:

TELL US AT ONCE if you believe your Passage Check Cash/ATM Card, Personal Identification Number ("PIN") or access code to any of the above mentioned services has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account plus your overdraft protection account balance. If you believe your ATM Card or PIN has been lost or stolen, and you tell us within two business days after you learn of the loss or theft, your liability will be no more than \$50.00 if someone used your ATM Card PIN without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your ATM Card or PIN and we can prove we could have stopped someone from using your ATM Card or PIN without your permission if you had told us, you could lose as much as \$500.00. If you believe your Passage Check Cash Card or PIN has been lost or stolen, please notify us immediately. If someone used your Passage Check Cash Card without your permission and gross negligence has not occurred on your part, you will have zero liability on all unauthorized transactions. Cardholder's liability limit may be increased for unauthorized transactions if it is determined, based on substantial evidence, that the Cardholder was grossly negligent or fraudulent in the handling of the account or the Card. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days. If you believe your Passage Check Cash/ATM Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your Account without permission, call the Credit Union at the number or mail a letter to the address above, Attn: Card Services Department. Our business days are Monday thru Friday. Holidays are not included.

## Account Information Disclosure

We will disclose information to third parties about your account or the transfers you make:

(1) where it is necessary for completing transfers, or (2) to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or (3) to comply with government agency or court orders, or (4) if you give us written permission.

## Illegal Transactions

VISA regulations prohibit the use of any plastic with a VISA logo for illegal activity.

## Foreign Transactions

W331R

Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa U.S.A., Inc. ("Visa") from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

A fee of 1% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the U.S., Puerto Rico or the U.S. Virgin Islands.

## Terminal Transfers

You can get a receipt at the time you make any transaction on your account using one of our automated teller machines or a point-of-sale terminal. You will also receive a monthly account statement.

## Liability For Failure To Make Transfers

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for losses or damages. However, there are some exceptions. We will not be liable, for instance:

If, through no fault of ours, you do not have enough money in your account to make the transfer.

If the terminal was not working properly and you knew about the breakdown when you started the transfer.

If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

There may be other exceptions stated in the agreement with you.

## Error Resolution

In case of errors or questions about your electronic transfers, telephone us at the number or write to us at the address above. Please do so as soon as possible, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the bottom of the statement or receipt. We must hear from you no later than 60 days after we sent your first statement on which the problem or error appeared.

(1) Tell us your name and account number.

(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can information pertaining to the error.

(3) Tell us the dollar amount of the suspected error. If

you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will re-credit your account within 10 business days (5 business days for Passage Check Cash Card transactions) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint in writing and we do not receive it within 10 business days, we may not recredit your account. If we find that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

#### **Account Access:**

You may use your card, PIN or access code to

- Withdraw cash from your checking or savings account
- Make deposits to your checking or savings account
- Transfer funds between your checking and savings accounts
- Pay for purchases at places that have agreed to accept the card
- Pay bills from your checking account through our Bill Payment Service by computer or phone
- Some of these services may not be available at all terminals.

#### **Limitations on Transfers**

High Yield Savings Accounts are limited to six electronic or telephone transactions per month. The transactions you must limit include:

1. Overdraft protection (automatic transfers to pay checks).
2. Preauthorized payments (i.e. automatic monthly payments).
3. Telephone transfers/"Tellie."
4. Telephone withdrawals to a third party.
5. Online Banking and Bill Payment Service. You may continue to make as many transactions in person or by mail as you wish with no restrictions.

#### **Stop Payment Procedures or Pre-Authorized Transfer**

You may notify the Credit Union either orally or in writing to stop payment on a pre-authorized transfer. An oral stop payment order is binding on the Credit Union for only fourteen calendar days or for a longer period of time as established by the Credit Union unless confirmed in writing within the effective period of the oral order. A written order will be effective for 180 calendar days unless renewed in writing within the effective period of the written order. If you have told us in advance to make regular payments and you wish to stop or cancel any of these payments, please call us at the number or write to us at the address above. You must notify us at least three business days before payment is scheduled to be made. Our business days are Monday thru Friday. Holidays are not included. If you notify us accordingly, and we fail to stop one of these payments or transfers, we will be liable for your losses or damages.

Account Charges Bill Payment Service includes an unlimited number of bills per month. Bill Payment Service overdrafts are \$25.00 per check. Overdrawn account Fee is \$1.00 per day beginning the 5th day following the account becoming overdrawn and every subsequent day until the account is no longer overdrawn.

#### **ATM Surcharges**

When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used to complete the transfer and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. Member's retention of the Passage Check Cash/ATM Card after such notice shall constitute agreement to all matters included within the notice. You will be subject to the policies and procedures of the Credit Union and pay charges assessed against you for drawing the Account to a negative balance condition pursuant to the checking policy. You agree to make the Credit Union whole for improper withdrawals or any expenses incurred in collecting same by the Credit Union. Withdrawals are limited to the balance of your Account. If withdrawing from your Primary Savings Account, \$5.00 must remain in this Account for membership to be valid. You may withdraw up to \$510.00 each day from ATMs.



PO Box 978  
Frankfort, KY 40602-0978  
502.564.4775 • 800.228.6420 • [www.ccuky.org](http://www.ccuky.org)

