



## ELECTRONIC FUND TRANSFERS (EFTs) DISCLOSURE and AGREEMENT

This document governs any Electronic Fund Transfers (EFTs) made by you (the signer of the account card, application, joint owner, or authorized user) in connection with your accounts. Debit and Automatic Teller Machine (ATM) card transfers are also considered EFTs. ATM transactions (such as withdrawals, balance inquiries, account transfers) and Point of Sale (POS) transactions at a merchant can be made using your Louisville Federal Credit Union Debit/ATM card. However, deposits at an ATM are not currently authorized.

We reserve the right to modify this document at any time, upon giving you reasonable notice at least 21 days prior to the effective date of the change by enclosing a notice on or in the statement of the account or mailing a notice in a special mailing. If an immediate change is necessary for security reasons, you may not be notified.

**Qualifications and Guidelines** - You must apply and be approved for a Debit/ATM Card by visiting a LFCU branch and speaking with a member services representative. By signing the application or account card you agree to the terms and conditions of this disclosure. The primary member must be 16 years of age or older to apply for a LFCU Debit/ATM Card.

The Debit/ATM Card is a privilege given to members who have proven their ability to maintain a checking account. Management of LFCU reserves the right to decline or revoke a Debit/ATM Card to any member for prudent or legal reasons. Examples of reasons include but are not limited to delinquent loan payments, fraud, causing a loss to the credit union, negative account balances, or poor credit history. If a card is suspended for negative balance, the card will not be reissued for at least six months. The member must maintain a positive balance for six months to qualify for a reissued card.

**Activation** - You should receive your Debit/ATM Card by mail within 10 business days of ordering from LFCU. Your Personal Identification Number (PIN) should be received within 5 business days after the card is received. If you do not receive your information within these time frames please contact us.

When you receive your Debit/ATM Card, you must **ACTIVATE** it by taking it to any 5/3 Bank ATM or a Credit Union ATM that is part of the Alliance One Network. After inserting your Debit/ATM Card and entering your PIN, do an account inquiry. This will activate your card.

**Usage and PIN Agreement** - The Debit/ATM Card and the Personal Identification Number (PIN) are property of LFCU. Your right to use them in connection with your LFCU accounts may be terminated at any time without notice. You agree to:

- Keep your PIN confidential and separate from your Debit/ATM Card to prevent unauthorized transactions;
- Surrender the Debit/ATM Card upon request;
- Prohibit another person from using the Debit/ATM Card or PIN;
- Perform transaction while account balances have sufficient balances; and,
- Report lost or stolen Debit/ATM Cards or PIN immediately.

**Member Liability** - Tell us **AT ONCE** if you believe your Debit/ATM or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within 2 business days after you learn of the loss or theft of your Debit/ATM Card or PIN, you can lose no more than \$50 if someone used your Debit/ATM Card or PIN without your permission.

If you do **NOT** tell us within 2 business days after you learn of the loss or theft of your Debit/ATM Card or PIN, and we can prove we could have stopped someone from using your Debit/ATM Card or PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, 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 we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**Contact in event of unauthorized transfer** - If you believe your Debit/ATM Card or PIN has been lost or stolen, call LFCU at **(502) 458-2681**. If after normal business hours call **(800) 500-1044**. You should also call the number if you believe a transfer has been made using the information from your check without your permission.

**Business days** - For purposes of these disclosures, our business days are Monday thru Friday. Holidays are not included.

**Transfer types and limitations** - You may use your Debit/ATM Card to withdraw cash from your checking or savings account, transfer funds between your checking and savings accounts whenever you request and pay for purchases at places that have agreed to accept the Debit/ATM Card.

Some of these services may not be available at all terminals.

**Electronic check conversion** - You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.

**Limitations on frequency and dollar amounts of transfers** - There are no limits on the number of cash withdrawals, purchases, or POS transactions you may make in any one (1) day. You may only withdraw up to \$305 from an ATM in any one (1) day you use the LFCU Debit/ATM Card. You may buy up to \$1,000 worth of goods or services in any (1) day you use the LFCU Debit/ATM Card in a POS transaction.

Management reserves the right to lower or increase the above limits for a limited period as a method of controlling losses.

**Fees and charges** - If the Debit/ATM Card is used to withdraw money from an ATM, fees may be charged by the financial institution that owns the machine. You may be charged a fee for a balance inquiry even if you do not complete a fund transfer. No fees will be charged if the ATM is owned by 5/3 Bank or any other credit union that is part of the Alliance One Network ([www.allianceone.coop](http://www.allianceone.coop)).

The Debit/ATM Card is accepted wherever the VISA logo is displayed. You will not be charged usage fees at a merchant as long as the Debit/ATM Card is used as a VISA "Signature" debit card transaction.

A \$5.00 fee will be charged to reissue a replacement Debit/ATM Card or replacement PIN. A \$3.00 fee is charged for additional cards for other users.

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

- Where it is necessary for completing transfers;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders; or,
- If you give us your written permission.

**Documentation** - You are capable of getting a receipt at the time you make any transfer to or from your account using an automated teller machines or point-of-sale terminals.

*Preauthorized credits.* If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (502) 458-2681 to find out whether or not the deposit has been made.

*Periodic statements.* You will get a monthly account statement unless there are no transfers in a particular month. In any case you will get the statement at least semi-annually.

**Preauthorized payments** - If you have told us in advance to make regular payments out of your account, you can stop any of these pre-authorized payments by calling us at (502) 458-2681, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

*Liability for failure to stop payment of preauthorized transfer.* If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**Overdrafts** - We do not authorize and pay overdrafts for ATM Transactions or everyday debit card transactions.

**LFCU liability** - 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 your 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 account is blocked due to your card or Pin being reported as lost or stolen.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the ATM or system 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 our agreement with you.

**Error Resolution** - In Case of Errors or Questions About Your Electronic Transfers Telephone us at (502) 458-2681 or write us at: P.O. Box 33303, Louisville, KY 40232-3303 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- Describe the error or the problem, and explain as clearly as you can why you believe it is an error or why you need more information.
- 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 determine whether an error occurred 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 credit your account within 10 business days 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 or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.



P.O. Box 33303  
Louisville, KY 40232-3303  
P (502) 458-2681  
F (502) 458-2682  
[www.louisvillefcu.com](http://www.louisvillefcu.com)

