



# VISA<sup>®</sup> Check Card Agreement & Disclosure Statement

In this Agreement and Disclosure Statement (“Agreement”), the words “you” and “your” mean each and all those who agree to be bound by this Agreement; “Card” means the VISA Check Card and any duplicates, renewals or substitutions the Credit Union issues to you; “Account” means the account designated on the application for your Check Card; “Credit Union” means the Credit Union whose name appears on this Agreement or anyone to whom the Credit Union transfers this Agreement; and “Transaction” means use of the Card or the Account number on the Card, and a Personal Identification Number or Code (“PIN”) when required, to perform a transaction with the Card.

- 1. Issuance of Card.** You have requested the Credit Union to issue you a Card that can be used to access funds in your Account. The Credit Union will issue you a PIN that must be used with the Card for Transactions that require use of a PIN. Do not reveal your PIN number to anyone else or write it down where is available to others.
- 2. Responsibility for Transactions.** You are responsible for all Transactions you make with the Card or that you authorize another person to make with the Card. If the Account is a joint account, all Transactions involving the Account are binding on all Accountholders. Section 10 below tells you about your responsibility for unauthorized Transactions.

**3. Use of the Card.**

You may use the Card and PIN to:

- ◆ Withdraw cash from your Account at ATMs, merchants, or financial institutions that accept VISA Check Cards.

You may use the Card without the PIN to:

- ◆ Purchase goods or services at places that accept VISA Cards (these are point of sale or POS transactions).
- ◆ Order goods or services by mail, telephone or on the internet from the places that accept VISA Cards.
- ◆ Make automatic payments from your Account to pay bills or make charges, provided that the person or organization that you are paying agrees to accept payments this way.

Some of these services may not be available at all ATM machines or POS terminals. To have the Transactions processed as a VISA Check Card Transaction, you must press the “Credit” button on the key pad the merchant gives you. They are processed like credit card transactions so you must press the “Credit” button. Many merchants do not currently use these keypads, but they are becoming more common in many parts of the U.S.

Use of the Card, the Account number on the Card, the PIN or any combination of the three for automatic payments, purchases, or to obtain cash from merchants, financial institutions or others who honor VISA Cards is and order by you for me withdrawal of the amount of the Transaction from your Account. Each Transaction with the Card will be charged to your Account on the date the Transaction is posted to your Account. Use of the Card is subject to the terms and conditions of your Account and any future changes to your Account may affect your use of the Card.

- 4. Deposits (and payments).** I agree that when I make a deposit (or a payment) at a MONEY ACCESS CENTER that you have the right to verify the deposit (or payment) before you make the money available to me. If I deliver cash, checks or other items to a MONEY ACCESS CENTER, I understand and acknowledge that the funds from my deposit may not be available for immediate withdrawal and that the availability of my deposits shall depend on your rules and regulations regarding the particular Account in which I am making a deposit, the items that I am depositing and whether the deposit is made at a MONEY ACCESS CENTER that is owned by you or another financial institution.
- 5. Overdrafts.** You promise to pay the Credit Union immediately upon demand for any negative (overdraft) balance arising in your Account, unless you have available overdraft privileges, the Credit Union may deduct the amount of any overdraft on your Account from any other account you have with the Credit Union, except an individual Retirement Account.

- 6. Limitations on Dollar Amounts and Frequency of Transactions.** The following limitations apply to the use of the Card:

- ◆ Maximum of 15 check card (debit) transactions per day
- ◆ Maximum at \$1,200 per day ATM \$600 / POS \$600
- ◆ Minimum ATM amount \$20

- 7. Charges for Transactions.** The amount of any charges will be deducted automatically from your

- ◆ Account.
- ◆ Fee is \$1.50 per month\*
- ◆ First 6 transactions are FREE, 75¢ each transaction thereafter
- ◆ Insufficient funds (NSF) - \$35 per item

Overdraft Fee - \$5 per item

\* Call credit union to get a FREE check card.

- 8. Right to Receive Documentation of Transactions.** You will receive a receipt at the time you make any transaction using an ATM or point of sale terminal.

You will be sent a monthly Account statement showing the Transactions made with the Card unless there are no Transactions in a particular month. In any case, you will be sent a statement at least quarterly.

- 9. Business Days.** The Business days of the Credit Union are:  
Monday through Thursday 9:00 a.m. to 5:00 p.m. Friday 8:00 a.m. to 6:00 p.m. Saturday 9:00 a.m. to 1:00 p.m.  
Holidays are not included.

- 10. Disclosure of Account Information to Third Parties.** The Credit Union will disclose information to third parties about your Account or the Transactions you make:

- (1) When it is necessary for completing Transactions; or
- (2) In order to verify the existence and condition of your Account for a third party such as a credit bureau or merchant; or
- (3) In order to comply with government agency or court orders; or (4) If you give us your written permission.

- 11. Liability for Unauthorized Transactions.** Tell the Credit Union AT ONCE if you believe your Card has been lost or stolen. Telephoning is the best way of keeping your possible losses down. If you tell the Credit Union within two (2) business days, you can lose no more than \$50 if someone used your Card without permission.

If you do NOT tell the Credit Union within two (2) business days after you learn of the loss or theft of your Card, and the Credit Union can prove it could have stopped someone from using your Card without your permission if you had told the Credit Union, you could lose as much as \$500.

Also, if your statement shows Transactions that you did not make, let the Credit Union know at once. If you do not tell the Credit Union within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if the Credit Union can prove that it could have stopped someone from taking the money if you had told in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling the Credit Union, the time periods will be extended.

**12. How to notify the Credit Union in the Event of an Unauthorized Transaction.** If you believe the Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission call: **(570) 823-7676**.

Or write to: Choice One Community FCU  
101 Hazle Street  
P.O. Box 1205  
Wilkes-Barre, PA 18703-1205

**13. Right to Stop Pre-authorized Transactions.** If you have arranged in advance to have regular payments made from your Account, you can stop any of these Transactions. Here's how: Call the Credit Union at 570-823-7676 or write us at the above address in time for us to receive your requests three (3) business days or more before the transactions scheduled to be made. If you call, the Credit Union may also require you to put your request in writing and get it to us within 14 days after you call.

**YOU DO NOT HAVE THE RIGHT TO STOP PAYMENT ON ANY POINT-OF-SALE TRANSACTION OR ANY TRANSACTION YOU PERFORM AT ANY ATM.**

**14. Liability for Failure to Stop Payment of Pre-authorized Transaction.** If you order the Credit Union to stop one of these transactions three (3) business days or more before it is scheduled and we do not do so, we will be liable for your losses or damages.

**15. Notice of Varying Amounts.** If the pre-authorized payments/transactions may vary in amount the person you are going to pay will tell you, ten (10) days before each Transaction, when it will be made and how much it will be. You may choose instead to get this notice only when the payment/transaction would differ by more than a certain amount from the previous payment/transaction, or when the amount would fall outside certain limits that you set.

**16. Refusal to Honor Card.** The Credit Union is not liable for the refusal or inability of any electronic terminal to honor the Card or to complete a withdrawal from your Account, or for their retention of the Card, the Credit Union is also not responsible for the refusal of any merchant or financial institution to honor the Card or for the retention of the Card.

**17. Liability for Failure to Make Transactions.** If the Credit Union does not complete a transaction to or from your Account on or in the correct amount according to the Credit Union's agreement with you, the Credit Union will be liable for your losses or damages. However, there are some expectations. The Credit Union will NOT be liable, for instance:

- ◆ If, through no fault of the Credit Union's you do not have enough money in your account to make the Transaction.
- ◆ If you have overdraft protection with the Credit Union and the Transaction would exceed your overdraft protection limit.
- ◆ If the automated teller machine where you are making the Transaction does not have enough cash.
- ◆ If the terminal or system was not working properly and you knew about the breakdown when you started the transaction.
- ◆ If circumstances beyond our control (such as fire or flood) prevent the Transaction, despite responsible precautions that we have taken.
- ◆ If your Account is subject to legal process or another claim.
- ◆ If you use a damaged or expired access device or an access device that has been reported, lost or stolen.
- ◆ If the Credit Union believes that something is wrong, for example, that your Card has been stolen.
- ◆ For pre-authorized Transactions, if through no fault of the Credit Union, the payment information for a pre-authorized Transaction is not received.

**18. Rules of Account.** All Transactions covered by this Agreement are also subject to all rules and agreements that govern the Account(s) being debited or credited in connection with a Transaction, except as modified by this agreement.

- 19. Foreign Transactions.** Transactions that are initiated in foreign countries and foreign currencies will be charged to your Account in U.S. Dollars. The conversion rate to dollars will be at: (1) the wholesale market rate, (1) the government-mandated rate, whichever is applicable, in effect one (1) day prior to the processing date, increased by one percent (1%).
- 20. Effect of Agreement.** Even though the sales, cash advance, and other slips that you sign or receive when using the Card may contain different terms, this Agreement is sole Agreement that applies to all Transactions involving the Card.
- 21. Additional Benefits/Card Enhancements.** The Credit Union may from time to time offer additional services to your Account. Some may be at no additional cost to you and others may involve a specified fee. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.
- 22. Charges in Terms.** The Credit Union may change this Agreement from time to time by giving you a written notice. If any change results in greater cost or liability to you or decreases access to your Accounts, you will be given at least twenty-one (21) days prior notice of the change.
- 23. Termination of the Account.** The Credit Union reserves the right to cancel your Card at any time. You also may cancel your Card at any time. The Card remains the property of the Credit Union. If either you or the Credit Union cancels your Card, you agree to return the Card to the Credit Union or destroy it upon the Credit Union's request.
- 24. No Waiver.** The Credit Union can delay enforcing any of its rights under this Agreement and the law any number of times without losing them.
- 25. Statements and Notices.** Statements and Notices will be mailed to you at the most recent address you have given the Credit Union, notice sent to any one of you will be considered notice to all.
- 26. General.** To the extent permitted by law, you agree to pay reasonable costs, including attorneys' fees in the event the Credit union sues you to enforce this Agreement. This Agreement is binding upon your heirs, personal representatives and successors and more than one, jointly and severally.
- 27. Signatures.** By signing in the Signature area of this application form when you received it, you agree to the terms of this agreement. You should retain this agreement for your records.
- 28. Ownership.** I agree that the MONEY ACCESS CARD is your property and I will surrender it to you upon your request. I agree that the MONEY ACCESS CARD is non-transferable.
- 29. Disclosures.** I hereby acknowledge receipt of the disclosure statement informing me of my rights under the Electronic Funds Transfer Act and a copy of this Agreement.

## ERROR RESOLUTION NOTICE

In case of errors or questions about your Card: Telephone us at **(570) 823-7676** or write us at Choice One Community Federal Credit Union, 101 Hazle Street, P.O. Box 1205, Wilkes-Barre, PA 18703-1205 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a Transaction 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.

- (1) Tell us your name and Account number.
- (2) Describe the error on the Transaction you are unsure about, and explain as clearly as you can why you believe it is in error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us complaint or question in writing within (10) business days.

We will tell you the results of our investigation within 10 business days (20 business days for POS Transactions or if the Transaction is initiated outside the United States) after we hear from you and will correct any error promptly. If we need more time, however we may take up to forty-five (45) days [ninety (90) days for POS Transactions or if the Transaction is initiated outside the United States] to investigate your complaint or question. If we decide to do this, we will re-credit your Account within ten (10) business days [twenty (20) business days for POS Transactions if the Transaction is initiated outside the United States] for the amount you think is in error, so that you will have the use of the money during the time it take us to complete our investigation. If we ask you to put your complaint in writing and we do not receive it within ten (10) business days, we may not re-credit your Account.

If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.





# VISA® Check Card Application

Please send me a VISA Check Card today! I (We) understand that by signing this application, I (we) agree to the terms in the retail installment agreement.

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_ Zip \_\_\_\_\_  
Daytime Phone Number \_\_\_\_\_ Evening Phone Number \_\_\_\_\_  
Share Draft Account # (if applicable) \_\_\_\_\_  
Social Security Number \_\_\_\_\_ Driver's License Number \_\_\_\_\_  
Previous State of residence for past 5 years \_\_\_\_\_  
  
Signature \_\_\_\_\_ Date \_\_\_\_\_

### Co-Applicant Information

Name \_\_\_\_\_  
Daytime Phone Number \_\_\_\_\_ Evening Phone Number \_\_\_\_\_  
Social Security Number \_\_\_\_\_ Driver's License Number \_\_\_\_\_  
Previous State of residence for past 5 years \_\_\_\_\_  
  
Signature \_\_\_\_\_ Date \_\_\_\_\_

### For Credit Union Propose ONLY

Account Number Savings #1 \_\_\_\_\_ Account Number Checking #1 \_\_\_\_\_  
Account Number Savings #2 \_\_\_\_\_ Account Number Checking #2 \_\_\_\_\_  
Debit Card Number \_\_\_\_\_ Credit Union MSR \_\_\_\_\_ Date \_\_\_\_\_





## EXPLANATION OF OVERDRAFT COVERAGE

### Your Right to Request Overdraft Coverage

We will not pay your overdrafts for ATM withdrawals and debit card purchases you make at a store, online, or by telephone, unless you tell us you want overdraft coverage for these transactions. Even if you do not request overdraft coverage for ATM withdrawals and debit card purchases, we may still pay your overdrafts for other types of transactions, including checks.

Having overdraft coverage does not guarantee that we will pay your overdrafts. If we decide to pay an overdraft, you will be charged fees as described below.

#### Overdraft Fees

- We will charge you a fee of \$35.00 each time we pay an overdraft.
- We DO NOT charge you a fee for each day your account remains overdrawn.
- (There is no limit on the daily fees we can charge you for overdrawing your account.)

### Other Ways We Can Cover Your Overdrafts

Overdraft coverage differs from other overdraft services we offer, such as linking your account to your share/savings account with us or an overdraft line of credit.

### How to request Overdraft coverage or Get more Information

To request overdraft coverage for your ATM withdrawals and debit card purchases

**You MUST complete the form below and return it to:**

501 E Main Street, Plains Twp, PA 18702.

For information about other alternatives, we offer for covering overdrafts, please

- Contact us at 1-800-610-2788.
- Contact us at [choiceonefcu@choiceone.org](mailto:choiceonefcu@choiceone.org)

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\_\_\_\_\_ I want overdraft coverage for my ATM withdrawals and debit card purchases.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Account Number: \_\_\_\_\_ Date: \_\_\_\_\_