

## **ELECTRONIC FUND TRANSFERS DISCLOSURE STATEMENT AND AGREEMENT**

### **Business Days, Hours, Phone Number and Address:**

For purposes of these disclosures, our

Business Days	Monday, Wednesday through Friday
Business Hours	8:30 A.M. – 5:00 P.M. Tuesday 9:00 A.M. – 5:00 P.M. (excluding Federal Holidays)
Business Phone:	(731) 664-1784 (800) 227-1893
Business Address:	214 Oil Well Rd. Jackson, TN. 38305

### **Types of Available Transfers and Transfer Limits:**

Indicated are the type of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. Please keep this notice for future reference.

#### Automatic Transfer from Member Savings

You can authorize your member share savings account to be linked to cover an overdraft in share draft checking account. There is a limit of three (3) automatic transfers per month. Other fees or penalties may be imposed for automatic transfer in excess of three.

#### Preauthorized Credits

You may make arrangements for certain direct deposits to be accepted into your share draft or share savings account(s). 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 (731) 664-1784 or 1-800-227-1893 to find out whether or not the deposit has been made.

#### Preauthorized Payments

You may make arrangements to pay certain recurring bills from your share draft account(s). You may authorize third parties to automatically debit your checking account to pay for goods and services, or make loan payments. If these regular payments may vary in amount, the third party will tell you 10 days before each payment when your account will be debited and for how much, unless you have made other arrangements.

You can stop preauthorized payments from debiting your account by contacting us at the following address in time for us to receive your request at least 3 business days before the payment is scheduled to be made. If you call, we may also require you to submit your request in writing within 14 days.

**Leaders Credit Union**  
**214 Oil Well Road**  
**Jackson, TN. 38305**  
**(731) 664-1784 1-800-227-1893**

If you order us to stop a preauthorized payment at least 3 business days before the debit is scheduled, and we do not do so, we will be liable for your losses or damages.

**P.A.L. Telephone Transfers – Type of Transfers**

You may access your account by telephone 23 hours a day 7 days a week by dialing (731) 664-7181 or 1-800-463-6793 using your member number, personal identification number , a touch tone phone and by listening to the menu driven options, to:

- Transfer funds from share draft to share savings
- Transfer funds from share draft to Club accounts
- Transfer funds from share savings to share draft
- Transfer funds from share savings to share savings
- Transfer funds from share savings to Club accounts
- Make payments from share draft to loan accounts with us
- Make payments from share savings to loan accounts with us
- Make a check withdrawal transaction from your account
- Get information about:
  - the account balance of share draft accounts
  - the last 40 transactions to share draft accounts
  - the account balance of share savings accounts
  - the last 40 transactions to share savings accounts
  - inquiry on balance and history for loans and certificates

**ATM Transfers – Type of Transfers**

You may access your account(s) by ATM using your specially encoded Check-Mate Debit card and personal identification number to:

- Make deposits to share draft account(s) with a debit
- Make deposits to share savings account(s) with a debit card
- Get cash withdrawals from share draft accounts(s) with a debit card
- Get cash withdrawals from share savings account(s) with a debit card
- Transfer funds from share savings to share draft account(s) with a debit card
- Transfer funds from share draft to share savings accounts(s) with a debit card
- Get information about:
  - the account balance of your share draft accounts with a debit card
  - the account balance of your share savings account with a debit card

You can conduct these transactions at ATMs on the Money Belt, Plus/Cirrus and Cuatm Networks. You can withdraw up to \$400 in cash total per day from your share and share draft accounts. Each time you use an ATM or electronic terminal, a complete description of your transaction will be available on a receipt. All deposits must be made at Leaders Credit Union owned ATMs. Deposits must be accompanied by a completed ATM deposit slip.

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

### Types of Check-Mate Debit Card Transactions

You may access your Share Draft account(s) to purchase goods (in person), pay for services (in person), and get cash from a merchant, if the merchant permits, or from a participating financial institution.

### Debit Card Transactions – Dollar Limitations – Using your debit card:

- you may not exceed \$3,000.00 in transactions per day
- there will be a fee for draft copy retrieval and card replacement  
Please refer to our separate fee schedule.

### Fees

We do not charge for direct deposits to any type of account.

We do not charge for preauthorized payments from any type of account.

Except as indicated elsewhere, we do not charge for the electronic fund transfers.

### **Documentation**

#### Terminal Transfers

You get a receipt at the time you make any transfer to or from your account using one of our 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 (731) 664-1784 or 1-800-227-1893 or use P.A. L. to find out whether or not the deposit has been made.

#### Periodic Statements

You will get a monthly statement from us for your share draft accounts.

You will get a quarterly account statement from us for your share savings account.

### **Financial Institution's Liability**

#### 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 your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If you have an overdraft line and the transfer would go over the credit limit.
3. If the automated teller machine where you are making the transfer does not have enough cash.
4. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

6. There may be other exceptions stated in our agreement with you.
7. If the money in your account is subject to legal process or other encumbrance.

## Unauthorized Transfers

### Consumer Liability

1. *Generally.* Tell us AT ONCE if you believe your card and/or code 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 maximum overdraft line of credit). If you tell us within 2 business days, you can lose no more than \$50 if someone used your card and/or code without your permission. (If you believe your card has been lost or stolen, and you tell us within 2 business days after you learned of the loss or theft, you can lose no more than \$50 if someone used your card and/or code without your permission).

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

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 we can prove that we could have stopped someone from taking the money if you had told us in time. If in good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

2. *Effective January 1, 1998, Additional Limits on Liability for Check Mate Debit Card, when used for point-of-sale transactions.* You will not be liable for any unauthorized transactions using your Check Mate Debit Card, when used for point-of-sale transactions, if: (i) you report the loss or theft of your card within 24 hours of when you discover the loss or theft, (ii) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, (iii) you have not reported to us two or more incidents of unauthorized use within the prior twelve-month period, and (iv) your account is in good standing. If any of these conditions are not met, your liability is the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized use before notification to us, "Unauthorized use" means the use of your debit card by a person, other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit.

### **Contact in the Event of Unauthorized Transfer**

If you believe your card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at:

**Leaders Credit Union**  
**214 Oil Well Road**  
**Jackson, TN. 38305**  
**(731) 664-1784 or 1-800-227-1893**

### **Error Resolution Notice**

In case of Errors or Questions About Your Electronic Transfers, call or write us at the telephone or address listed above, 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.

- (1) Tell us name and account number.
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is 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 your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes 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. Your account is considered new for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

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.

**\*MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST**

**Disclosures of Account Information to Third Parties**

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

- Where it is necessary for completing transfers, or
- In order to verify the existence and condition of your account for a third party, such as a credit or merchant, or
- In order to comply with the legal process authorized by federal or state courts, government agency, statutes, codes, rules and regulations, or
- If you have given us written permission.

**Right to Amend Agreement**

The Credit Union reserves the right to amend this Agreement from time to time, including enlargement restriction of services available through use of your card and/or PIN, by mailing you a copy or announcement of the amendment (to the address shown on the Credit Union's database/files) at least (30) days prior to the effective date of the amendment. Your use of the card, PIN and/or service will indicate your acceptance to the amendment.