

FRAUD CLAIM: *Unauthorized Withdrawals*



3213 W. 19th Ave., Kennewick, WA 99337
509.735.8331 www.Tri-CU.com

Today's Date: _____

Name: _____

Account Number: _____

Phone Number: _____

Compromised Card # (if applicable): _____ - _____ - _____ - _____

Date when I **first discovered** or noticed the unauthorized withdrawals: _____

Date when I **first reported** the unauthorized withdrawals to Tri-CU: _____

Date when the unauthorized withdrawals **first took place** on my account: _____

Have you **ever** given someone else permission to use your card, card number and/or PIN? _____ (yes or no)

Have you **ever** given these merchants your card number and/or PIN, even for a "free trial?" _____ (yes or no)

I will allow Tri-CU to file a police report, and to prosecute whoever conducted these transactions: _____ (yes or no)

I WARRANT AND SWEAR, UNDER PENALTY OF PERJURY, that to the best of my knowledge, regarding the unauthorized withdrawal transactions to be listed below:

- 1. I did not give permission or authorization (or by sale or trade) at any time, for any other person, to use my card or my account information.***
- 2. I did not give my account or card information to any of these companies, or give permission or authorization for any of these companies to debit my account.***
- 3. I have no knowledge that any spouse, relative, friend or children made any of these transactions.***
- 4. I have examined all the transactions listed below, and I did not authorize any of them.***
- 5. I did not receive any benefit or proceeds from any of the following transactions.***
- 6. I did not use my card or authorize anyone else to use it after discovering the unauthorized transactions listed below.***

I further understand and accept, that if I have been found to have misrepresented information on this claim form, either knowingly or unknowingly, that I may be charged \$25 per hour to reimburse the credit union for the labor expended on this claim, and another \$25 for each of the disputed transactions listed, and any other charges or expenses that were incurred on my behalf. I understand that if I am given provisional credit, this may be temporary, and may immediately be withdrawn, if the investigation determines that I authorized these disputed transactions (knowingly, or unknowingly). I understand that Tri-CU is not responsible or liable for a negative balance on my account as a result, or any fees that occur, either from Tri-CU or other institutions. Attached to this form are copies of our account policies and contract regarding Regulation E and Debit Card Agreement, which I agree with, and received when opening the account.

I understand that making a false sworn statement is subject to federal and/or state statues and may be punishable by fines and/or imprisonment. I give my consent to Tri-CU to release any information regarding my account to any local, state or federal law enforcement agency so that the information can, if necessary, be used in the investigation and/or prosecution of any persons who may be responsible for fraud involving the card or account.

Signature _____

Date: _____

Signature _____

Date: _____

Any helpful details relevant to the unauthorized withdrawals, to assist in the investigation:

Listing of each unauthorized transaction:

Date: _____ Amount: \$ _____ Merchant: _____

Date: _____ Amount: \$ _____ Merchant: _____

Date: _____ Amount: \$ _____ Merchant: _____

Date: _____ Amount: \$ _____ Merchant: _____

Date: _____ Amount: \$ _____ Merchant: _____

Date: _____ Amount: \$ _____ Merchant: _____

Date: _____ Amount: \$ _____ Merchant: _____

Date: _____ Amount: \$ _____ Merchant: _____

Date: _____ Amount: \$ _____ Merchant: _____

Total amount of all unauthorized transactions being reported: \$ _____

REGULATION E: ELECTRONIC FUND TRANSFERS: YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types 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. You should keep this notice for future reference. By signing an application or account card for EFT services, Debit Card, online services, or by using any service, you agree to the terms and conditions in this Agreement and any amendments for the EFT services offered. You also agree to the terms and conditions related to each service individually. These terms and conditions constitute a joint agreement, and may be provided online at the time the service is set up or during the course of the transaction, or may have been provided in paper at the time the account was open or the service was offered. There are many access devices, which can mean a card, code, or other means of access to your account, or any combination thereof, that you may use to initiate electronic fund transfers. These devices can also be electronic terminals as described below. An access device becomes an accepted access device when you:

- Request and receive, or sign, or use (or authorize another to use) the access device to transfer money between accounts or to obtain money, property, or services;
 - Request validation of an access device issued on an unsolicited basis; or
 - Receive an access device in renewal of, or in substitution for, an accepted access device from the Credit Union.
- Electronic terminal means an electronic device, other than a telephone operated by you, through which you may initiate an electronic fund transfer. The term includes, but is not limited to, point-of-sale terminals, automated teller machines, and cash dispensing machines.

UCC 4A: This AGREEMENT and NOTICE applies to funds transfers as defined in Article 4A of the Uniform Commercial Code and Subpart B of the Regulation J of the Board of Governors of the Federal Reserve System.

- If you give the Credit Union a payment order which identifies the beneficiary (recipient of the funds) by both name and identifying account number, payment may be made to the beneficiary's bank on the basis of the identifying account number even if the number identifies a person other than the named beneficiary. This means you will be liable for any losses or expenses to the Credit Union if the funds transfer is completed based on an incorrect identifying account number that you have provided.
- If you give the Credit Union a payment order which identifies an intermediary or beneficiary's financial institution by both name and an identifying routing number, the receiving financial institution may process the payment order based on the number given even if it identifies an institution other than the named financial institution. This means that you will be responsible for any loss or expense incurred by a receiving financial institution which executes or attempts to execute the payment order in reliance on the identifying routing number you have provided.
- The Credit Union may give you credit for Automated Clearing House (ACH) payments before it receives final settlement of the funds transfer. Any such credit is provisional until the Credit Union receives final settlement of the payment. You are hereby notified and agree, if the Credit Union does not receive such final settlement, that it is entitled to, a refund from you for the amount credited to you in connection with the ACH entry. This means that the Credit Union may provide you with access to ACH funds before the Credit Union actually receives the money. However, if the Credit Union does not receive the money, then the Credit Union may reverse the entry on your account and you will be liable to repay the Credit Union.

ACH transactions are governed by operating rules of the National Automated Clearing House Assoc. In accordance with these rules, the Credit Union will not provide you with next day notice of receipt of ACH credit transfers to your account. You will continue to receive notices of receipts of ACH items in the periodic statements we provide.

Electronic Fund Transfers Initiated By This Credit Union or Third Parties. You may authorize this credit union, or a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and credit union information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your credit union and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. You accept liability and any fees that result from this or other institutions or merchants, as a result of authorizing such transactions. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain one time or recurring bills from your checking account(s).
- **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.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

Touch Tone Teller - You may access your account by telephone 24 hours a day at (509) 783-1900 using your personal identification number, a touch tone phone, and your account numbers, to transfer funds, make payments, or get account information.

ATM Debit Check Cards and Credit Cards - By making application for and/or by activating and validating an Plastic Visa Debit or Cred Card, or by using, presenting, or permitting the use or presentation for use of the Card, you and any users of the Card agree to and shall be governed by the provisions of the original terms and conditions agreement, as well as new provisions disclosed herein, which include the following.

- The Card is our property and we can cancel it at any time without giving you any prior notice. You are not allowed to transfer the Card to anyone else and you must return it to us promptly if your Accounts associated with the Card are closed. **If you provide the Card, and/or the Personal Identification Number (PIN) to anyone else, you are authorizing them to use the card.**
- **Authority to make transactions.** Every time you use, or permit someone else to use the Card and/or the PIN to make transactions at an automated teller machine, it amounts to a statement by you to the Credit Union that you authorize all types of transactions in every Account associated with the Card for any transactions for any period of time now and in the future.

• Method of Use. In order to make transactions at an automated teller machine you must use both the Card and your Personal Identification Number (PIN). By using the Card and your PIN and following the instructions, you authorize the Credit Union to charge your designated Account with regard to all transactions you make at an automated teller machine, without any obligation on our part to make any further inquiry. This includes Point of Sale, phone or online transactions.

• You will give prompt written notice of loss or theft of your Card to the Credit Union.

• Each obligation imposed by this Agreement or previous agreements shall be the joint and several obligation of all authorized users of the Card.

Account Access at ATMs - types of transfers, dollar limitations, and charges - You may use your ATM card or TRI-CU Check Card and personal identification number (PIN) to initiate transactions at ATMs within the networks identified on your card, and such other facilities as we may designate from time to time. At present, you may use your card and PIN to:

- Withdraw cash from your savings and checking account(s).-There may be daily withdrawal limits for your security, contact TRI-CU for more information.
- Transfer funds between your savings and checking account(s).
- Obtain balance information for your savings and checking account(s). Some of these services may not be available at all terminals.

Types of TRI-CU Check Card Transactions - You may use your TRI-CU Check Card and personal identification number (PIN) at point-of-sale (POS) terminals within the networks identified on your card or by contacting TRI-CU. You may access your checking account(s) to purchase goods (in person or by phone), pay for services (in person or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

Debit Card Transactions - dollar limitations and charges -

- you may not exceed the current balance in your checking account plus any Overdraft Protection Courtesy Pay limit on your account. There may be daily withdrawal limits for your security, contact TRI-CU for more information.
- we do not charge any fees for POS transactions (VISA or other networks may charge fees including some special fees on international transactions).

Online Banking computer transfers and charges (or Mobile Application) - You may access your account(s) by computer over the Internet using your user name and password and a unique image (for multi-factor authentication security), to:

- transfer funds from checking to checking
- transfer funds from savings to checking
- transfer funds from line of credit to checking
- make payments from checking to loan accounts with us
- set up ACH Origination Services to transfer funds
- conduct mobile check deposits, as a means to transfer funds. from a different institution
- transfer funds from checking to savings
- transfer funds from savings to savings
- transfer funds from line of credit to savings
- make payments from savings to loan accounts with us
- set up Bill Payer services to transfer funds
- make payments to your loan from the website (not logged into online banking) using a card
- get information about: the account balance of savings and checking accounts, loans, certificate accounts, and IRAs, some months of previous history of your savings and checking accounts

Bill-Payer Computer Transfers -

- With our Bill Pay Service you can make payments from checking accounts to third parties
- See online disclosures and the contractual agreement for details and fees associated with using the Bill Payer Service.

Mobile Check Deposits -

- With this service you can take pictures of checks to deposit to your account remotely, within specified guidelines.

• See online and attached disclosures or the contractual agreement for details associated with using this service.

FEES - Fees are detailed in the current Fee Schedule. Except as indicated elsewhere, we do not charge for these electronic fund transfers.

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

• We do not charge for preauthorized payments from any type of account. If the same item is presented multiple times and funds are not available, NSF fees may be charged at each presentation.

ATM Operator/Network Fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). As notified we may have agreements with certain ATM machine networks that will allow free withdrawals.

DOCUMENTATION

• **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less. Electronic terminals or devices may require "screen" saves or prints for a receipt, or a confirmation number that should be recorded.

• **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 (509) 735-8331 to find out whether or not the deposit has been made.

• **Periodic statements.** If you do not have a checking account with us, you will get a quarterly account statement from us for your savings account.

If you have a checking account with us, you will get a monthly account statement from us for your checking and savings accounts.

PREAUTHORIZED PAYMENTS

• **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how: Call or write us at the telephone number or address listed in this brochure 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. Please refer to our separate fee schedule for the amount we will charge you for each stop-payment order you give.

• **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

• **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.

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. In the event that the act or omission creating our liability was not intentional and resulted from a bona fide error notwithstanding the maintenance of procedures reasonably adopted to avoid any such error, we will be liable only for actual 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, and have not specified accounts to overdraft automatically.
- (2) If you have an overdraft line of credit and the transfer would go over the credit limit, or the credit account is delinquent or closed by the Credit Union.
- (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 you used your access device in an incorrect manner.
- (6) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (7) If your funds are subject to legal process or other encumbrance restricting such transfer;
- (8) If your access device is reported lost or stolen;
- (9) If we are holding uncollected funds in your account and the transfer would require use of those funds;
- (10) For preauthorized transfers, if through no fault of our own, the payment information for the transfer is not received
- (11) There may be other exceptions stated in our agreement with you.

Liability for online services and payments: You are solely responsible for controlling the safekeeping of and access to all online or mobile services. You are liable for all transactions you make, or that you authorize another person to make, even if that person exceeds his or her authority. If you want to terminate another person's authority, you must change your Online Banking logon password. In the event that you have experienced unauthorized access, you must notify us of the unauthorized access, identify any Payments made or potential Payments scheduled, and change your logon information. You will be responsible for any online Payment request you make that contains an error or is a duplicate of another Payment. We are not responsible for a Payment that is not made if you did not properly follow the instructions for making the Payment. We are not liable for any failure to make a Payment if you fail to promptly notify us after you learn that you have not received credit from a Payee for a Payment. We are not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be our agent. In any event, we will not be liable for any special, indirect, consequential, incidental, or punitive losses, damages, or expenses in connection with these Service, even if we have knowledge of the possibility of them. We are not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond our reasonable control.

CONFIDENTIALITY: 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) 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 written permission.

UNAUTHORIZED TRANSFERS: (a) Consumer liability. Tell us **AT ONCE** if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your account, card or check. 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 after you learn of the loss or theft of your card and/or code, 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 permission if you had told us, you could lose as much as \$500. The foregoing liability limitation does not apply if you are grossly negligent or fraudulent in the handling of your Account or your card. In those cases your liability will be determined by the standards set forth for all other unauthorized transfers. 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 may extend the time periods. **(b) Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this brochure. You should also call the number or write to the address listed in this brochure if you believe a transfer has been made using the information from your check without your permission.

ERROR RESOLUTION NOTICE: In Case of Errors or Questions about Your Electronic Transfers, Call or Write us at the telephone number or address listed in this brochure, 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 your name and account number (if any). (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an 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 (5 business days for TRI-CU Check Card point-of-sale transactions processed by Visa and 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 (5 business days for TRI-CU Check Card point-of-sale transactions processed by Visa and 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 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. Your account is considered a new account 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.

TERMINATION: We reserve the right to terminate your use of online services including Bill Payment, ACH, etc. at any time without prior notice to you. If, for any reason, you should want to terminate our ACH Origination or Bill Payment Service, we recommend that you cancel all future Payments and transfers at the same time you terminate the Service, or by contacting the Credit Union.

CONTACT: By signing the account card and opening this account, you expressly authorize the Credit Union to contact and communicate with you via all legal means we have available which we can find, and or which you have provided to use, such as by e-mail, telephone, cell phone, texting, mail, etc. at any time allowed by law— whether to alert you to account problems, fraud on your account, delinquent status, etc. By providing contact information when you open your account, it is understood that electronic contact via your email or texting to your telephone is sufficiently private to discuss basic account matters, and you authorize us to initiate such electric conversations as determined necessary by the Credit Union. It is the member's responsibility to alert us when such contact information changes, or if such methods are no longer private.

Tri-CU Check Card (Debit) and ATM Card Agreement/Disclosure

Acceptance, retention, or use of the **TRI-CU Check Card** or **Automated Teller Machine (ATM) Card** by you constitutes agreement between Tri-Cities Community Federal Credit Union (Tri-CU) and you as follows:

1. ATM Services. You may access your Share Savings and Checking account(s) at ATM machines bearing any valid network logos identified on your **Check Card** by using your card and Personal Identification Number (PIN) to: a. Withdraw cash from your share and checking account(s). You may withdraw no more than the TRI-CU limit specified for your account per day. b. Transfer funds between your share and checking account(s). c. Obtain balance information for your share and checking account(s). Some of these services may not be available at all terminals. While TRI-CU will not charge you a fee for each checking account withdrawal, transfer, or balance inquiry made at an ATM machine, the proprietor may.

2. Point of Sale Services. You may access your Checking account at point of sale devices or merchant locations honoring any valid network logos identified on your **Check Card** to:

a. Purchase goods (in person or by phone). b. Pay for services (in person or by phone). c. Get cash from a merchant, if the merchant permits, or from a participating financial institution. d. Transact any business that can normally be done with a credit card. Some of these services may not be available at all terminals. You may not exceed the balance in your Checking account at any time in performing these types of transactions. TRI-CU will not charge any transaction fees for point of sale (POS) transactions when you use your **Check Card** and Personal Identification Number (PIN).

3. Agreement. By retaining and using your **TRI-CU Check Card** or **ATM Card**, you as the person named on the card, and all who use it, agree to the following:

a. That the card remains the property of Tri-Cities Community Federal Credit Union and will be surrendered immediately upon request.

b. If the card(s) issued in connection with this agreement access(es) a joint account, any of the joint account holders may transfer or withdraw funds, and any authorized transfers and withdrawals shall be fully binding on all joint account holders.

c. To protect the confidentiality of the Personal Identification Number (PIN) by **not disclosing the PIN to a third party unless you intend to authorize such party to use the card without restriction. You also agree that you will not record your PIN on your card, nor will you keep your PIN with your card.**

d. That even though inadvertent use of an invalid or damaged card or a machine malfunction may cause the machine to retain your card without completing the transactions, TRI-CU will not be liable for the machine's retention of the card or consequences thereof.

e. All transactions initiated by the use of the card shall constitute full authority for TRI-CU to process and complete the transaction in accordance with your instructions. **If at any time you authorize any individual to use or borrow this card you are liable for any transactions they make then or at any time in the future, whether future transactions were authorized or not.**

f. That funds from any non-cash deposit may not be available until they clear or the fifteenth (15th) business day after the day of deposit (or longer for items requiring more than routine collection). Business days are Monday through Friday. Holidays are not included. If a deposited item fails to clear for any reason, the credit union may debit your account retroactively to the date of the deposit.

g. That we reserve the right to cancel all or any part of the privileges related to use of the card at any time without notice. We may change or limit the frequency of withdrawals and the amount of withdrawal at any time to provide security in the event the system is not fully operational.

h. That if a **TRI-CU Check Card** or **ATM Card** transaction causes an overdraft (even from a hold placed by a vendor), the credit union may, at its option, transfer funds from any share or checking account from which you are entitled to withdraw funds.

i. To pay any fees and/or account service charges resulting from withdrawals charged to or transfers from your account(s) through the machine, and to abide by the terms and conditions of your Share Savings and Checking account agreements, which also apply to use of your **TRI-CU Check Card** or **ATM Card** to access your account(s).

j. TRI-CU may amend this agreement at any time by mailing to you notice of such amendments at least 30 days prior to the effective date of such changes. The agreement as then amended shall govern your account(s) unless you notify TRI-CU to close the account(s) prior to the effective date.

TRI-CU may have no liability to you in the event of breach of any of these agreements by you.

4. Error Resolution. In case of errors or questions about Electronic Transfers, call or write us at the address and phone number at the bottom of this page 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 you the FIRST statement on which the problem or error appeared. Tell us your name and account number. Describe the error or the transfer you are unsure about, 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 ten (10) business days.

We will tell you the results of our investigation within ten (10) business days (20 business days if the transfer involved a point of sale transaction) 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 (90 days if the transfer involved a point of sale transaction) to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days (20 days if the transfer involved a point of sale transaction) for the amount you think is in error, so you will have the use of the money until the investigation is complete. If we ask you to put your complaint or questions in writing and we do not receive it within ten (10) business days, we may not re-credit your account.

5. Unauthorized Transfers. Tell us **AT ONCE** if you believe that your card and/or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses to a minimum. You could lose all the money in your Share and Checking accounts. If you tell us within two (2) business days, you can lose no more than \$50 if someone used your card without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card and/or PIN, and we can prove we could have prevented someone from using your card 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, tell us at once. If you do not tell us within sixty (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 prevented someone from taking the money if you had told us in time. If a valid reason (such as a long trip or a hospital stay) prevented reporting to us, we will extend the time period. If you believe your card and/or PIN 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 the address and phone number at the bottom of this page.

6. Fees. (See amount of fee in schedule above for a full listing)

a. We may charge a fee to transfer funds from another account to cover an overdraft.

b. We will charge for an overdraft when the overdraft is not covered by other accounts, whether the item is returned as Non Sufficient Funds or paid. **If the same item is presented multiple times and funds are not available, NSF fees may be charged at each presentation.**

c. One **Check Card** or **ATM Card** will be provided to each account owner, without charge. A fee of \$10.00 will be charged to replace lost cards, \$5 for PIN re-orders.

d. Hot Card Fees: We may charge \$20 to "hot card" your **Check Card** or **ATM Card**. This is placed to prevent abuse of the card by the account owner or unauthorized users.

e. Exceeding 6 withdrawals (manual or overdraft transfer) from the share savings account each month will result in a charge of \$3 for each additional withdrawal or transfer.

7. Account Information Disclosure. We will disclose information to third parties about your account or the transfers made:

a. Where it is necessary for completing transfers;

b. If you give us written permission;

c. In order to comply with government agency or court orders;

d. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.

8. Rights to Receive Documentation.

a. Terminal Transfers. You should get a receipt at the time you make any transfer to or from your account using an automated teller machine.

b. Periodic Statements. You will get a monthly checking (share-draft) account statement, unless there are no transfers in a particular month, in which case you will get the statement at least quarterly.

9. 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:

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

b. If the automated teller machine where you are making the transfer does not have enough cash.

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

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

e. There may be other exceptions in our agreement with you.

10. Notice. Any notice required or appropriate may be given to you at your last known address.

11. FOREIGN CURRENCY TRANSACTIONS. If you engage in a transaction in a foreign country using a Visa card, then Visa will charge an International Service Assessment (ISA). The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the 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 currency conversion rate on the processing date may differ from the rate that would have been used on the date of the transaction or the date the transaction is posted to your billing statement.

For every transaction made in a foreign country, we will add an ISA fee to the amount provided to us by Visa.

Please see additional legal details about your rights and deadlines regarding this dispute, below. Our Tri-CU address, phone number and e-mail is listed on the top right hand corner of the first page of this claim form.

In Case of Errors or Questions About Your Electronic Transfers Telephone us at [insert telephone number] Write us at [insert address] [or email us at [insert email address]] 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 your name and account number (if any).

(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an 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 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.