



**ASSOCIATED**

**CREDIT UNION**

**Better than a Bank.**

**Account & Loan**

**Agreements & Disclosures**

# Associated Credit Union

## Account & Loan Agreements & Disclosures

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# Account Agreements & Disclosures

## Joint Membership Agreement

If signature cards are signed by more than one person, all those signing hereby apply for joint membership in Associated Credit Union, and in consideration of the approval of applicants in joint membership by the said credit union, do hereby agree each with the other and with the said credit union, that all sums now invested in shares of deposits, or thereafter paid in as payments or shares of deposits, and all dividends therefrom shall be owned by us jointly with the right of survivorship, and shall be subject to withdrawal by either, or the survivor of us, and said payments upon withdrawal shall be valid and release and discharge such credit union from any payments so made.

In case of the death of any one or more of said joint members, all rights and privileges of membership and all rights and privileges of ownership in all shares held jointly in said credit union shall be vested in the survivor or survivors.

Your obligations under this agreement are joint and several. This means that each Joint Account Holder is fully and personally obligated to Associated Credit Union for the Account's status, including liability for overdrafts, debit balances and any discrepancies, irrespective of which Account Holder made or benefited from a withdrawal or other transaction. The credit union may transfer funds from other Accounts with the credit union which you or any Joint Member may have to clear up the deficiency in the Account held jointly.

## Checking Account Agreement

I (We) hereby authorize Associated Credit Union to establish a Checking Account for me (us). The credit union is authorized to pay checks (also known as share drafts) signed by me or anyone whose signature appears on the signature and to charge the payments against the checking account. It is agreed that:

- a. Only checks and other methods approved by the credit union may be used to withdraw funds from the checking account. I understand that withdrawals at ATMs, Check Card usage, and payments made through home banking may be restricted after any loan is ten days past due.
- b. The credit union is under no obligation to pay a check which exceeds the balance in the checking account or a check on which the date is more than six months old.
- c. Except for negligence, the credit union is not liable for any action it takes regarding the payment or non-payment of a check.
- d. If checks are written for funds in excess of the checking account balance and I (We) have a line of credit open-end loan account, funds may be transferred to the checking account in increments of \$100 necessary to pay the checks, and the amount transferred will be added to the line of credit balance, not to exceed the approved limit.
- e. If checks are written for funds in excess of the checking account balance and an approved line of credit does not exist, the credit union may transfer all but \$5 from my (our) regular share (deposit) account or the funds from other accounts that I, or any of my Joint Owners may have, to clear up the deficiency in the checking account.

- f. Any objection respecting any item shown on a statement of the checking account shall be waived unless made in writing to the credit union on or before the sixtieth day following the day the statement is mailed.
- g. All non-cash payments received in the checking account will be credited subject to final payment.
- h. The checking account shall be subject to service charges in accordance with the rate schedules adopted by the credit union from time to time.
- i. Any shares in the checking account may not be used as collateral security for a loan. Any funds desired as security must be transferred to a regular or other special share account.
- j. ACU may terminate my account at any time without notice to me if there has been any misrepresentation or any other abuse of any of my accounts. The use of the checking account is subject to such other items, conditions and requirements as the credit union may establish from time to time.
- k. If signed by more than one person, this agreement is subject to the additional terms and conditions of any Joint Membership Agreement that applies to a share account in our joint names, or if there is no such agreement, this agreement is subject to the additional terms and conditions disclosed in the Member & Loan Agreements Disclosure booklet.
- l. ACU is authorized to obtain a credit report on all persons signing the signature card for the purpose of determining eligibility for this account.
- m. I understand that if this account has more than one owner, all joint owners have access to my share account, money market account, holiday club account and the line of credit account.
- n. I acknowledge receipt of the Truth in Savings Account Disclosure, Rate and Service Charge Information Disclosures and Funds Availability Policy.

### **Money Market Account Agreement**

I (We) hereby authorize Associated Credit Union to establish a special savings account for me (us) to be known as a Money Market Account. The credit union is authorized to make transfers or withdrawals authorized by me or anyone else whose signature appears on the signature card and to debit them against my (our) super safe account. It is agreed that:

- a. I (We) will maintain the minimum balance as determined by the credit union.
- b. I (We) understand that by maintaining the requested minimum balance in my (our) money market account, that all funds in the account will earn the interest rate as determined by the board of directors from time to time, which will be paid to the account on the last day of each month.
- c. I (We) understand that if the balance in the money market account falls below the minimum balance required by the credit union, that the balance in the account will earn no interest for the month.
- d. Only methods approved by the credit union may be used to withdraw funds from the account.
- e. All non-cash items deposited to the account are subject to final collection.
- f. Funds in the money market account may not be used as collateral security for a loan. Funds desired as security must be transferred to a regular share (deposit) account.

- g. I (We) understand that all withdrawals from the money market account must be the minimum amount required by the credit union.
- h. The use of the money market account is subject to such other items, conditions and requirements as the credit union may establish from time to time.
- i. If signed by more than one person, this agreement is subject to the additional terms and conditions of any joint share Joint Membership Agreement that applies to a share deposit account in our joint names; or if there is no such agreement, this agreement is subject to the additional terms and conditions documented in the Member & Loan Agreements Disclosure booklet.
- j. ACU is authorized to obtain a credit report on all persons signing the signature card for the purpose of determining eligibility for this account.
- k. I acknowledge receipt of the Truth In Savings Account Disclosure, Rate and Service Charge Information Disclosures and Funds Availability Policy.

### **Power of Attorney**

We are not required to recognize any power of attorney to act on an Account. If we accept a power of attorney, we may continue to recognize the authority of your attorney-in-fact until we receive written notice of revocation or termination and have had a reasonable time to act upon it. We also reserve the right to restrict the types or sizes of transactions we will permit an attorney-in-fact to conduct, on a case by case basis, and may require the attorney-in-fact to present the original power of attorney before conducting any transaction. A person acting under a power of attorney is not an owner of an Account, no funds in the Account belong to that person by reason of that capacity, and that person has no right of survivorship in the Account. We reserve the right not to accept documents that are more than six months old.

### **Claims and Disputes Concerning Your Account**

If another person or entity makes a claim against funds in your Account, or if we have reason to believe there is or may be a dispute over matters such as the ownership of the Account or the authority to withdraw funds, we may in our sole discretion: (1) continue to rely on current signature cards, resolutions or other account documents, (2) freeze all or part of the funds until the dispute is resolved to our satisfaction, or (3) pay the funds into an appropriate court of law for resolution.

ACU may terminate or freeze your Accounts at any time, without notice to you, if there has been any misrepresentation or other abuse of any of your Accounts. It may also terminate or freeze Accounts held separately by Joint Owners of your Accounts.

### **USA Patriot Act**

In accordance with section 326 of the USA Patriot Act, 2001, which requires Associated Credit Union to help the government fight the funding of terrorism and money laundering activities, ACU is required to obtain basic identifying information from you and verify that information when you open a new account.

This means the staff of ACU will ask you for some basic information such as your name, address, date of birth, and other information assigned to help us identify you. ACU staff will also ask to see

documents identifying you such as a social security card, driver's license, passport, or some other government-issued document.

In some cases, identification will be requested for those individuals conducting business with ACU prior to the effective date of the member identification requirements. This is because original documentation was not obtained with the opening of the account or ACU is unable to form a reasonable belief that it knows the true identity of the existing account holder.

In all cases, protection of our member's identity and confidentiality is the credit union's pledge to you. ACU appreciates your patience and understanding as we all do our part in complying with the new account identification procedures required by the federal USA Patriot Act of 2001.

# Member Overdraft Privilege Policy

An insufficient balance can result from several events, such as (1) the payment of checks, electronic funds transfers or other withdrawal requests; (2) payments authorized by you; (3) the return of unpaid items deposited by you; (4) credit union service charges; or (5) the deposit of items which, according to the credit union's Funds Availability Policy, are treated as not yet available or finally paid. We are not obligated to pay any item presented for payment if your account does not contain sufficient funds. However, if you maintain your account in good standing, we may approve your overdrafts within your current available Member Privilege limit as a non-contractual courtesy. Your account is in good standing if you (1) demonstrate responsible account management, such as making regular deposits to bring your account to a positive balance at least once every 30 days (including the payment of all credit union fees and charges); (2) avoid excessive overdrafts suggesting the use of Member Privilege as a continuing line of credit, and (3) there are no legal orders, levies or liens against your account. In addition, based upon our review of your account management, if we determine you may be using Member Privilege as a regular line of credit by creating excessive overdrafts, we may suspend the privilege without any prior notice. In the normal course of business, we generally pay electronic transactions first and then checks beginning with the lowest dollar amount, per the credit union's policy. We reserve the right to change the order of payment without notice to you if we suspect fraud of possible illegal activity affecting your account. Also, please be aware that the order of item payment may create multiple overdrafts during a single banking day for which you will be charged our standard NSF fee of \$30 for each overdraft (paid or returned). You may opt out of the privilege at any time, but you are responsible for any overdrawn balances at the time of opting out. Normally, we will not approve an overdraft for you in excess of the predetermined amount assigned to your account type. So as not to exceed your limit, please note that the amount of the overdraft plus the credit union's standard NSF fee of \$30 (per item) will be deducted from the overdraft limit. We may refuse to pay an overdraft for you at any time even though we may have previously paid overdrafts for you. You will be notified of any non-sufficient funds items paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdraft plus our standard NSF fee of \$30 that you owe us shall be due and payable upon demand. If there is an overdraft paid by us on an account with more than one owner on the signature card, each owner and agent, if applicable, drawing or presenting the item creating the overdraft, shall be jointly and severally liable for such overdraft plus our standard NSF fee of \$30.

Member Overdraft Privilege should not be viewed as an encouragement to overdraw your account. As always, we encourage you to manage your finances responsibly. If you would like to have this service removed from your account, please call 770.448.8200, Ext. 2392.

Please note that your Member Overdraft Privilege limit may be available at the teller window, through an ATM, Check Card or POS transaction, when using Bill-Pay in Online Banking, and when requesting a check from Online Banking or The Tele Teller, our 24-hour Telephone Banking Service. The limit will not be included in the balance provided during an inquiry.

**Limitations:** Member Overdraft Privilege is a non-contractual courtesy that is available to individually or jointly owned accounts in good standing for personal or household use. Associated Credit Union reserves the right to limit participation to one account per household and to discontinue this service without prior notice.

# Truth-In-Savings Disclosure

Federal and State laws govern much of our relationship with you. In particular, laws concerning negotiable instruments, savings accounts and how we treat activity in these accounts. The attached Rate Addendum discloses dividend rates and annual percentage yields for specific accounts. Service charges are in the attached Service Charge Information disclosure. Please retain this for your records.

The word "Accounts" means one or more share or other accounts you have with ACU. When you sign the account card, you agree to the terms of this Disclosure, the account card, any account receipt, the credit union's Bylaws and policies as amended from time to time, and the Truth-In-Savings Service Charge Information. All of these documents govern your account agreement with us.

## Savings and Checking Accounts

### Share Savings Account

Minimum deposit to open account.....	\$5.00
Minimum balance required to earn dividends .....	\$50.00
Method of computation.....	Average Daily Balance*
Interest will be credited .....	Quarterly
Interest will be compounded .....	Quarterly
Statement Period.....	Quarterly**

To open a share account you must pay a nonrefundable membership fee of \$5.00. You are allowed four free withdrawals per month from you Share Account. Additional withdrawals will result in a charge. This account provides overdraft protection for your checking account. Withdrawals at ATMs and payments made through home banking may be restricted after any loan is ten days past due.

### Club Accounts

#### (Holiday, Savings Safari, & CU \$aveMore)

Minimum deposit to open account.....	\$10.00
Minimum balance required to earn dividends .....	\$50.00
Method of computation.....	Average Daily Balance*
Interest will be credited .....	Quarterly
Interest will be compounded .....	Quarterly
Statement period .....	Quarterly**

#### Basic, Prime Times, CU Succeed, CU@Work, HSA, & Advantage Checking Accounts

Minimum deposit to open account.....	\$25.00
Minimum balance required to earn dividends .....	None
Method of computation.....	Average Daily Balance*
Interest will be credited .....	Monthly
Interest will be compounded .....	Monthly
Statement period .....	Monthly**

Cost for check printing varies depending on style of check ordered. Withdrawals at ATMs and payments made through home banking may be restricted after any loan is ten days past due.

### **Lend-A-Hand Checking**

Minimum deposit to open account.....	\$25.00
Minimum balance required to earn dividends .....	None
Deposit required to Share Account to be placed on hold.....	\$50.00
Method of computation.....	Average Daily Balance*
Interest will be credited .....	Monthly
Interest will be compounded .....	Monthly
Statement period .....	Monthly**

Cost for check printing varies depending on style of check ordered. Withdrawals at ATMs and payments made through home banking may be restricted after any loan is ten days past due.

### **Regular & IRA Money Market Accounts**

Minimum deposit to open Regular account.....	\$1,000.00
Minimum deposit to open IRA MMA account .....	\$50.00
Minimum balance required to earn dividends .....	\$1,000.00
Minimum balance required to earn dividends in IRA MMA.....	\$50.00
Method of computation.....	Average Daily Balance*
Interest will be credited .....	Monthly
Interest will be compounded .....	Monthly
Statement period .....	Monthly**

### **Traditional IRA, Roth IRA, & Coverdell ESA Share Accounts**

Minimum deposit to open account.....	\$50.00
Minimum balance required to earn dividends .....	\$50.00
Method of computation.....	Average Daily Balance*
Interest will be credited .....	Quarterly
Interest will be compounded .....	Quarterly
Statement period .....	Quarterly**

### **Time Deposit Accounts (TDAs)**

The Annual Percentage Yield (APY) assumes interest remains on deposit until maturity. A withdrawal will reduce earnings.

After the account is opened, you may not make deposits into or withdrawals from the principal in the account until the maturity date. The 9-month Win, Win TDA allows one early withdrawal or early redemption without penalty. You may make withdrawals of interest. Interest will begin to accrue on cash deposits on the business day you make the deposit. Interest will begin to accrue on non-cash deposits (checks) on the business day you make the deposit. Items for collection will be given credit only when collection is final.

### **TDA Early Withdrawal Penalty**

If Time Deposit Account funds other than interest are withdrawn before the maturity date, a substantial penalty is imposed. The penalty is: *For terms less than one year you will forfeit 30 days interest earned or that could have been earned. For terms of one year or more you will forfeit 90 days interest earned or that could have been earned. The 9-month Win, Win TDA allows one early withdrawal or early redemption without penalty.*

## TDA Renewal Policy

The credit union will give the owner(s) at least 30 days notice prior to maturity. Time Deposit Accounts are automatically renewable. You will have a 10-business-day grace period in which to change the term or to close your account after the maturity date. If the TDA is not renewed at maturity, the credit union will transfer all TDA funds to the Share Account of the owner(s) or pay funds directly to the owner(s).

TDA's are nontransferable and nonnegotiable. Funds in your account may not be pledged to secure any obligation of the owner, except obligations with the credit union.

Minimum deposit to open regular TDA.....	\$200.00
Minimum deposit to open Savings Safari 6-month TDA.....	\$100.00
Method of computation.....	Average Daily Balance*
Interest will be credited .....	See Rate Attachment
Interest will be compounded .....	See Rate Attachment
Term(s) of TDA(s) .....	See Rate Attachment

If you close your account before accrued interest is credited, accrued interest will not be paid. The issue rate for TDA's will be in effect for the term of the account. Your account will mature and be renewed at the rates in effect at the maturity date shown on your TDA receipt or renewal notice.

## Dividends On Deposits

Dividends on all deposits will begin to accrue on cash deposits on the business day you make the deposit. Dividends will begin to accrue on non-cash deposits (checks) on the business day you make the deposit. Items for collection will be given credit only when collection is final.

## Notes About Your Accounts

\* The Average Daily Balance is determined by adding the full amount of principal in the account for each day of the period and dividing the figure by the number of days in the period.

\*\*The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period.

The dividend rate and Annual Percentage Yields are the perspective rates and yields the credit union anticipated paying for the applicable dividend period based upon current income and available earnings after providing for required reserves.

The dividend rate and Annual Percentage Yield on your accounts are variable as determined by the Board of Directors. There is no limit in the amount or frequency of changes.

Your shares are nontransferable and nonnegotiable. Funds in these accounts may not be pledged to secure any obligation of an owner, except obligations with ACU.

Members may be subject to transaction fees charged by other financial institutions for using their ATMs.

## Service Charge Information

All service charges are provided to you in our Service Charge Information disclosure attached.

## **Members Eligibility**

You must be an individual or entity qualifying within ACU's field of membership as defined by the Board of Directors and you must purchase and maintain at least one share as required by the Bylaws of the credit union.

## **Removing Joint Owners**

Deletions of named persons on an account require that each person provide a written letter agreeing to be removed from the account.

## **Inactive Accounts**

If your share, checking or money market accounts have no activity for one year, these accounts shall be classified as dormant. At such time, your share, checking or money market accounts shall be subject to non-refundable service charges of up to \$60 each, or each account's balance (if it is less than \$60). Share, checking or money market accounts with balances greater than \$60 which have no activity for five years, as well as time deposit accounts, are declared abandoned by the Disposition of Unclaimed Property Act of the Georgia Department of Revenue. At such time, ACU is required to surrender such accounts to the State of Georgia. If such an account has not been charged a non-refundable \$60 service charge, one will be taken prior to surrendering the accounts to the State of Georgia.

## **Deposits**

Dividends will begin to accrue on cash deposits on the business day you make the deposit. Dividends will begin to accrue on non-cash deposits (checks) on the business day you make the deposit. Items for collection will be given credit only when collection is final. Foreign transactions will be at the rate in effect on final collection in U.S. Dollars. We are not responsible for transactions initiated by mail or outside depository until we actually record them.

## **Business Days**

Credit union business days are Monday through Friday, 8:00 a.m. to 4.00 p.m. All transactions received after our daily cutoff time on a business day we are open, will be treated and recorded as if initiated on the next following business day we are open.

## **Limitations On Withdrawals & Overdrafts**

For all share and savings accounts, you are permitted to make no more than six transfers and withdrawals per calendar month to another account of yours at ACU or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction, or by check, draft, debit card, or similar order payable to third parties. A preauthorized transfer includes any arrangement by the depository institution to pay a third party from the account of a depositor upon written or oral instruction (including an order received through an automated clearing house (ACH) or any arrangement by a depository institution to pay a third party from the account of the depositor at a predetermined time or on a fixed schedule. If you exceed these limitations, your account may be subject to a fee, your transactions may be denied, your account may be closed, and you may lose your overdraft transfer privileges.

# Funds Availability Policy

## Checking Accounts

Our policy of making funds available from your cash and check deposits into your checking (share draft) account follows the recommendations set forth in Reg CC, 12 CFR, Part 229, issued by the Board Of Governors of the Federal Reserve System. Funds deposited will generally be made available the second business day after the day of deposit if the check is drawn on a local bank, or the fifth business day after the day of deposit if the check is drawn on a non local bank.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 4:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 4:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

## Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit by check available to you on the second or fifth business day after the day of your deposit. Depending on the type of check that you deposit and whether it is a local or non-local check, funds may not be available until the seventh or eleventh business day **after** the day of your deposit at 4:00 p.m. However, the first \$100 of your deposits will be available on the first business day.

The diagram illustrates the routing numbers for personal and business checks. It shows a check form with fields for Date, Pay to the order of, amount in dollars, and Bank Name and Location. Below the form, two routing numbers are shown: 1234567890 000000000 000, which is identified as the Personal Check Routing Number, and 000000000 1234567890 000, which is identified as the Business Check Routing Number.

Date \_\_\_\_\_

Pay to the order of \_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ dollars

(Bank Name and Location) \_\_\_\_\_

1234567890 000000000 000  
└─ Personal Check Routing Number

000000000 1234567890 000  
└─ Business Check Routing Number

To determine if a check is a local or non-local check, look at the routing number on the check. If the first four digits of the routing number (1234 in the examples above) are one of the following digits, then the check is a local check:

0530	0651	2530	2651
0531	0652	2531	2652
0532	0653	2532	2653
0539	0654	2539	2654
0610	0655	2610	2655
0611	0660	2611	2660
0612	0670	2612	2670
0613	0810	2613	2810
0620	0812	2620	2812
0621	0815	2621	2815
0622	0819	2622	2819
0630	0820	2630	2820
0631	0829	2631	2829
0632	0840	2632	2840
0640	0841	2640	2841
0641	0842	2641	2842
0642	0843	2642	2843
0650	0865	2650	2865

If any other first four digits appear in the routing number, the check is a non-local check. If a hold is placed on a local check, the funds will be available to you on the second business day **after** your deposit for check clearings. Holds are released at 4:00 p.m. on the release date printed on receipts. Cash withdrawals may be made at ATMs after 4:00 pm. For non-local check holds, your funds will be available on the fifth business day **after** your deposit for check clearings at 4:00 p.m. Cash withdrawals may be made at ATMs after 4:00 pm.

If we are not going to make all of the funds from your deposit available on the second or fifth business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the eleventh business day **after** the day of your deposit at 4:00 p.m.

## Deposits At Automated Teller Machines (ATMs) or Service Centers

Funds deposited into an ATM or at a Service Center will generally be made available the second business day after the day of deposit if the check is drawn on a local bank, or the fifth business day after the day of deposit if the check is drawn on a nonlocal bank. If it is necessary to place an exception hold, we will mail you a notice.

## Deposits At Credit Union Service Centers

Deposits made at Credit Union Service Centers will have a local or non-local hold determined by the routing and transit number on the checks deposited, unless it is determined that immediate credit should be given. Holds are released at 4:00 p.m. on the release date.

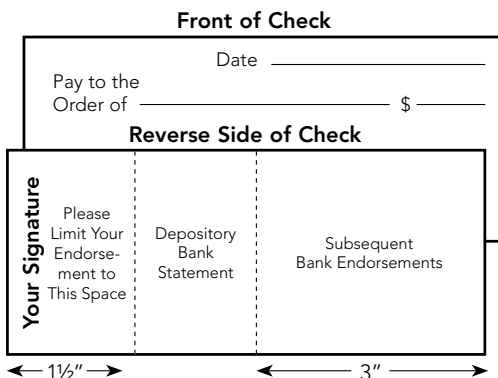
## Special Rules For New Accounts

If you are a new member, the following special rules will apply during the first 30 days your account is open.

The first \$5,000 from a deposit of U.S. Treasury checks will be available on the first business day **after** the day of your deposit. The excess over \$5,000 will be available on the ninth business day after the day of your deposit at 4:00 p.m. Funds from wire transfers into your account will be available on the first business day after the day we receive the transfer.

Funds from deposits of cash and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth business day **after** the day of your deposit at 4:00 p.m. If you do not make the deposit in person to one of our employees, the first \$5,000 will not be available until the second business day **after** the day of your deposit at 4:00 p.m.

Funds from all other check deposits will be available on the ninth business day after the day of your deposit.



## **Endorsement Regulations**

The checks you deposit with us must be endorsed in a specific area on the back of each check. As you look at the front of a check, the trailing edge is the left edge. When you flip the check over, be sure to keep all endorsement information within 1½" of that edge. These endorsement guidelines apply to both personal and business checks.

## **Deposits Made To Other ACU Accounts**

Funds deposited into all other accounts (non-checking) will generally be made available the ninth business day after the day of deposit.

## **eNotice Disclosure**

The following terms and conditions apply to electronic communications available through secure eStatements within Associated Credit Union's Online Banking.

You agree that the Associated Credit Union (the "Credit Union") may, but is not obligated to, electronically make available to you any communications regarding any account or service, including communications regarding its Online Banking, when you enroll to use Online Banking or eStatements. The electronic communications may be of concern for any account or service used by you (which may include, without limit, deposits, loans, lines of credit or notices concerning insufficient funds).

In addition, you agree that the Credit Union may send you electronic communications via one or more of these methods:

- Message using Secure Support within Online Banking.
- A general or public e-mail (at any e-mail address you provide with respect to any account or service with us). You must inform the Credit Union of any change to your e-mail address, or update it within our Online Banking service. If you do not provide notice of change of your e-mail address, you agree that we may send all e-mail notices and other communications to you at the e-mail address maintained on the Credit Union's records for any of your accounts with us, and that you cannot hold the Credit Union liable if you do not receive the electronic communications.
- U.S. Mail at such address as we may maintain in our records.
- Holding such notice if we are advised that any such address is no longer valid.
- Any other method permitted by law or agreement with us.

Unless otherwise required by law, such communications are deemed received by you when sent via any means set forth above or when posted if the communication is not required to be sent.

# Electronic Funds Transfer Agreement & Disclosure

This Electronic Funds Transfer Agreement is the contract which covers your and our rights and responsibilities concerning the electronic funds transfer ("EFT") services offered to you by Associated Credit Union. In this Agreement the words "you" and "yours" mean those who sign the application or account card as applicants, joint owners or any authorized users. The words "we," "us," and "our" mean the credit union. The word "account" means any one or more share draft accounts you have with the credit union. Electronic funds transfers are electronically initiated transfers of money from your account through the electronic funds transfer services described below. By signing an application or account card for EFT services, signing your Card, or using any services, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered.

**1. EFT Services.** If approved, you may conduct any one or more of the EFT services offered by the credit union.

**a. ATM.** You may use your Card and PIN (Personal Identification Number) In automated teller machines of the credit union, Plus, Visa, Mastercard, Cirrus, Discover, CO-OP, American Express and such other machines or facilities as the Credit Union may designate. At the present time, you may use your Card to:

- Withdraw funds from your share and checking accounts.
- Transfer funds from your share and checking accounts.
- Obtain balance information for your share and checking accounts.

The following limitations on the frequency and amount of ATM transactions may apply:

- You may withdraw up to a maximum of \$1,000.00 in any one day, if there are sufficient funds in your account.
- If any loan with ACU is more than ten (10) days past due, withdrawals from ATMs, purchases from Point of Sale terminals or merchants, or payments using home banking may be restricted or not available.
- See Section 2 for transfer limitations that may apply to these transactions.

**b. Visa Check Card.** You may use your Card to purchase goods and services any place your Card is honored by participating merchants. Funds to cover your Card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, the credit union will pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts or loan accounts that you have established with the credit union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the credit union. In the event of repeated overdraft, the credit union may terminate all services under this Agreement. You may use your Card and PIN (Personal

Identification Number) in automated teller machines of the credit union and such other machines or facilities as the credit union may designate. At the present time, you may also use your Card to:

- Withdraw funds from your share and checking accounts.
- Transfer funds from your share and checking accounts.
- Obtain balance information for your share and checking accounts.
- Make POS (Point-of-Sale) transactions with your Card and PIN (Personal Identification Number) to purchase goods or services at merchants that accept VISA.
- Order goods or services from places that accept VISA.

The following limitations on the frequency and amount of VISA Check Card transactions may apply:

- You may make up to twenty (20) VISA Check Card purchases per day.
- You may purchase up to a maximum of \$1,000.00 per day if you are present.
- You may make purchases of up to \$1,000.00 from merchants when you are not present.
- You may withdraw up to a maximum of \$1,000.00 in any one day from an ATM machine, if there are sufficient funds in your account.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- If any loan with ACU is more than ten (10) days past due, withdrawals from ATMs, purchases from Point of Sale terminals or merchants, or payments using home banking may be restricted or not available.
- See Section 2 for transfer limitations that may apply to these transactions.

**c. The Tele Teller** (Audio Response). You will have access to The Tele Teller audio response service for your accounts, using a PIN (Personal Identification Number) chosen by you. You must use your PIN along with your account number to access your accounts. At the present time you may use the audio response access service to:

- Withdraw funds from your share, money market or holiday accounts.
- Transfer funds from your share, checking, money market or holiday accounts.
- Obtain balance information for your accounts.
- Make loan payments from your share, checking, money market or holiday accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on share and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.

Your accounts can be accessed under The Tele Teller audio response service via a touch tone telephone only. The Tele Teller service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing.

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day.
- See Section 2 for transfer limitations that may apply to these transactions.

The credit union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The credit union may set other limits on the amount of any transaction, and you will be notified of those limits. The credit union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each telephone call.

**d. Automated Clearing House (ACH) Deposits & Withdrawals**

- ACH allows you to establish preauthorized deposits and withdrawals from your BECU account. This service allows you to pay or receive reoccurring payments.
- See Section 2 for transfer limitations that may apply to these transactions.

**e. Online & Mobile Banking**

- Online and Mobile Banking are ACU's services which allow you to access by way of the Internet for the following:
  1. Transfer funds between your accounts
  2. Make loan payments
  3. View the history of your accounts
  4. And much more
- See Section 2 for transfer limitations that may apply to these transactions.

**f. Electronic Check or Draft Conversions/Electronic Returned Check Fees.** Your check or draft can result in an electronic funds transfer. For example:

- You can purchase goods or pay for services and authorize a merchant or service provider to convert your check or draft to an electronic funds transfer.
- At the time you offer a check or draft to a merchant or service provider, you may be asked to authorize the merchant or service provider to electronically collect a charge in the event the check or draft is returned unpaid. Paying such a fee electronically is an electronic funds transfer.
- Any draft or check you give to ACU may be processed as an electronic funds transfer and funds may be withdrawn from your account as soon as the same day we receive your check. You authorize ACU to convert these items and make these electronic funds transfers.
- If any draft or check you have given to ACU is returned or not paid for any reason, whether or not it has been processed as an electronic funds transfer, you authorize ACU to collect a returned item fee as set forth in the Account Disclosure and to collect those fees either by charging any of your accounts or processing the fee as

an electronic funds transfer from the account on which the unpaid draft, check, or electronic funds transfer was drawn. Your authorization to make these types of electronic funds transfers may be expressed by you orally, in writing, electronically or implied through provision or posting of a notice that the transaction may be processed as an electronic funds transfer and your completion of the transaction.

- See Section 2 for transfer limitations that may apply to these transactions.

**2. Transfer Limitations.** For all share and savings accounts, you are permitted to make no more than six transfers and withdrawals per calendar month to another account of yours at ACU or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction, or by check, draft, debit card, or similar order payable to third parties. A preauthorized transfer includes any arrangement by the depository institution to pay a third party from the account of a depositor upon written or oral instruction (including an order received through an automated clearing house (ACH) or any arrangement by a depository institution to pay a third party from the account of the depositor at a predetermined time or on a fixed schedule. If you exceed these limitations, your account may be subject to a fee, your transactions may be denied, your account may be closed, and you may lose your overdraft transfer privileges.

**3. Conditions of EFT Services.**

**a. Ownership of Cards.** Any Card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your Card or account to another person.

**b. Honoring the Card.** Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

**c. Security of Access Code.** You may use one or more access codes with your electronic funds transfers. The access codes issued to you are for your security purposes. Any codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the Card. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the credit union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the credit union suffers a loss, we may terminate your EFT services immediately.

- d. Joint Accounts.** If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and alone and together, shall be responsible for all EFT transactions to or from any share and share draft or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner to, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the credit union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.
- e. Foreign Transactions.** Purchases, cash withdrawals and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing used for processing international transactions is a rate selected by 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 first 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 dates.

A foreign transaction is any transaction that you complete or a merchant completes on your card outside the U.S., Puerto Rico or the U.S. Virgin Islands.

- 4. Fees and Charges.** There are certain charges for electronic funds transfer services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law.

**a. ATM & CU Service Center Fees.**

All fees and charges are provided in the Service Charge Information attached.

- All charges which may apply to the accounts on which transactions are made will apply to withdrawals or transfers using the card or other electronic devices.

**b. VISA Check Card Fees.**

All fees and charges are provided in the Service Charge Information attached.

- We do not charge for any VISA Check Card (selecting credit) purchases at the present time.

**c. Bill-Pay Fees.**

All fees and charges are provided in the Service Charge Information attached.

When using ATMs not owned by us, you may be assessed a fee. Such fees are imposed by the ATM owner, not our credit union.

- 5. Member Liability.** You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit other persons to use any EFT service, ATM Card or VISA Check Card or your access code you are responsible for any

transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe your Card has been lost or stolen or if you believe someone has used any EFT service, ATM Card, Visa Check Card or access code or otherwise accessed your accounts with us without your authority. Telephoning is the best way of keeping your possible losses down. For VISA Check Card purchase transactions, if you notify us that your Card has been lost or stolen within two (2) business days of your discovery, you may not be liable for any losses. If you notify us that your Card has been lost or stolen after two (2) business days of your discovery, your maximum liability for losses to your account may be up to \$50.00. These liability limits will apply, provided you were not grossly negligent or fraudulent in handling your VISA Check Card and that you provide us with a written statement regarding your claim of unauthorized VISA Check Card use, otherwise the liability limits set forth below may apply. For all other EFT transactions, including ATM transactions, if you tell us within two (2) business days of discovery that your Card has been lost or stolen you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn that your Card has been lost or stolen or that there has been unauthorized use of an EFT service, and we can prove that we could have stopped someone from accessing your account without your permission if you told us, you could lose as much as \$500.00.

Also, if your statement shows EFT transactions 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 be liable for the following amounts if we can prove that we could have stopped someone from making the transfers if you had told us in time: (I) for unauthorized VISA Check Card purchase transactions-up to the limits set forth above and (II) for all other unauthorized EFT transactions-if you fail to satisfy the conditions above; up to the full amount of the loss. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your Card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us at (770) 448-8200. If outside Georgia call 1.800.235.3259. If inside Georgia (Area Codes 229, 478, 706, 762, & 912 only) call 1.800.422.7319. After hours, report lost or stolen cards by calling 1.866.895.7622.

Or, you may write us at:  
eServices Department  
Associated Credit Union  
6251 Crooked Creek Road  
Norcross, Georgia 30092-3107

## **6. Right to Receive Documentation.**

**a. Periodic Statements.** Transfers and withdrawals made through any ATM or POS terminal, Check Card transactions, audio response transactions or preauthorized EFTs will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

**b. Terminal Receipt.** You will get a receipt at the time you make any transaction (except inquires) involving your account using an ATM, POS terminal, or Check Card transaction with a participating merchant.

**c. Direct Deposit.** If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling 770.448.8885 using your PIN for The Tele Teller.

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

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- To comply with a government agency or court order; or
- If you give us your written permission.

**8. Business Days.** Our business days are Monday through Friday, excluding holidays.

**9. Credit Union 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 may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

**a. Liability for Direct or Consequential Damages.**

- If, through no fault of ours, there is not enough money in your accounts, to complete the transaction, if any funds in your account necessary to complete the transaction are held as uncollected funds or pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.
- If you used your Card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your Card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response or electronic PC transaction is not working properly and you know or should have known about the breakdown when you started the transaction.
- Any other exceptions as established by the credit union.

- b. Stop Payment Rights.** If you have arranged in advanced to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do not receive the written confirmation, the oral stop payment shall cease to be binding fourteen (14) days after it has been made.
- c. Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (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.
- d. Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer three (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.

**10. Notices.** All notices from us will be effective when we have mailed them or delivered them to your last known address in the credit union's records. Notices from you will be effective when received by the credit union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which the service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change. Use of this service is subject to existing regulations governing the credit union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of Automated Teller Machines (ATM) and Night Deposit Facilities.

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your Card or deposit envelope, and leave.
- If you are followed after making the transaction, go to the nearest public area where people are located.

- Do not write your personal identification number or code on your ATM Card.
- Report all crimes to law enforcement officials immediately.

**11. Billing Errors.** In case of errors or questions about electronic funds transfers from your accounts, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem appears. Call us at 770.448.8200. If outside Georgia call 1.800.235.3259. If inside Georgia (Area Codes 229, 478, 706, 762, & 912 only) call 1.800.422.7319.

Or, you may write us at:  
 eServices Department  
 Associated Credit Union  
 6251 Crooked Creek Road  
 Norcross, Georgia 30092-3107

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about, and explain as clearly as you can why you believe the credit union has made 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 result 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 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.

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

- If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of 10 business days.
- If you give notice or an error within 30 days after you make the first deposit to your account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have 90 days instead of 45 days to investigate.

If the error you assert is an unauthorized Visa Check Card transaction, other than a cash disbursement at an ATM, we will credit your account within 5 business days unless we determine that the circumstances, or your account history, warrant a delay, in which case you will receive credit within 10 business days.

**12. Termination of EFT Services.** You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your Card and any access code. You must return all Cards to the credit union.

You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your Card or access code for any EFT service. Whether you or the credit union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFTs made prior to termination.

- 13. Governing Law.** This Agreement is governed by the Bylaws of the credit union, federal laws and regulations, the laws and regulations of the state of Georgia, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the credit union is located.
- 14. Enforcement.** In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. If there is a lawsuit, you agree that it may be filed and heard in the country and state in which the credit union is located, if allowed by applicable law.

# LOANLINER

## Credit/Security Agreement PLUS

This LOANLINER Credit and Security Agreement, which includes the Truth in Lending Disclosures, will be referred to as "the Plan." The Plan documents include this agreement and an Addendum. "You", "your" and "borrower" mean any person who signs the Plan. "Credit union", "we", "our" and "us" mean the credit union whose name appears on the Plan or anyone to whom the credit union transfers its rights under the Plan. This is a multi-state document which may be used to lend to borrowers in all states except Louisiana.

**1. How This Plan Works.** This is an open-end, multi-featured credit plan. We anticipate that, from time to time, you will borrow money (called "advances") under the Plan.

We are not required to make advances to you under the Plan and can refuse a request for an advance at any time.

The Addendum describes the different types of credit (called "subaccounts") available under the Plan, the current interest rate for each subaccount expressed as a daily periodic rate and corresponding annual percentage rate and other charges. It may also have other terms and a schedule for determining the payment amounts.

**2. Credit Limit.** We may, but do not have to, establish a credit limit on certain subaccounts. If a credit limit is set for a subaccount, you promise not to exceed the established credit limit. If you exceed the credit limit, you promise to repay immediately the amount which exceeds the credit limit.

**3. Repayment.** You promise to repay all amounts you owe under the Plan plus interest. Payments are due on the last day of the month unless we set a different day at the time of an advance. If the Addendum has no payment schedule for a subaccount, your payment will be determined at the time of each advance. Payments must include any amount past due and any amount by which you have exceeded any credit limit you have been given for a subaccount. You may repay all or part of what you owe at any time without any prepayment penalty. Even if you prepay, you will still be required to make the regularly scheduled payments unless we agree in writing to a change in the payment schedule. If you have a joint share draft account, you will be responsible for paying all over draft advances obtained by a joint holder of the share draft account. Unless otherwise required by law, payments will be applied to amounts owed under the Plan, in the manner the credit union chooses.

**4. Plan Access.** You can obtain credit advances in any manner authorized by us. If we allow you to use your ATM (Debit) card to access the Plan, you may be liable for the unauthorized use of your ATM (Debit) card. You will not be liable for unauthorized use that occurs after you notify us, orally or in writing, of the loss, theft, or possible unauthorized use. If you believe your ATM (Debit) card has been lost or stolen, immediately inform the credit union by calling or writing us at the telephone number or address that appears elsewhere in the Plan. If the card is used to obtain unauthorized advances directly from the Plan, your liability will not exceed \$50.00. If the unauthorized withdrawal is from a share draft account, your liability is governed by the Regulation E disclosures you received at

the time you received your ATM (Debit) card, even if the withdrawal results in an advance being made from your overdraft subaccount.

**5. Finance Charge.** The dollar amount you pay for money borrowed is called a "finance charge" and begins on the date of each advance. A finance charge will be computed separately for each separate balance under the Plan. To compute the finance charge, the unpaid balance for each day since your last payment (or since an advance if you have not yet made a payment) is multiplied by the applicable daily periodic rate. The sum of these amounts is the finance charge owed. The balance used to compute the finance charge is the unpaid balance each day after payments and credits to that balance have been subtracted and any additions to the balance have been made. In addition to interest, we may charge other finance charges which are disclosed on the Addendum. If the interest rate is a variable interest rate, the Addendum explains how the variable interest rate works.

**6. Security.** You pledge as security for the Plan all shares and dividends and, if any, all deposits and interest in all joint and individual accounts you have with us now and in the future. If a specific dollar amount is pledged for an advance, we will freeze shares in that account to the extent of the outstanding balance for the advance. Otherwise, your pledged shares may be withdrawn unless you are in default. If credit union has a federal charter: Statutory Lien --If you are in default on a financial obligation to us, federal law gives us the right to apply the balance of shares and dividends in all individual and joint accounts you have with us to satisfy that obligation. After you are in default, we may exercise this right without further notice to you. (We have a federal charter if our name includes the term "Federal Credit Union.") If credit union is state chartered, except in Ohio, Rhode Island, and Massachusetts: We have a statutory lien on the shares and dividends and, if any, the deposits and interest in all individual and joint accounts you have with us and may exercise our rights under the lien to the extent permitted by state law. (We are state chartered if our name does not include the term "Federal Credit Union.")

For all borrowers: The statutory lien and/or your pledge will allow us to apply the funds in your account(s) to what you owe when you are in default. The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security.

Additional security for the Plan may be required at the time of an advance. If a subaccount identifies a type of property (such as "New Cars") you must give that type of property as security when you get an advance under that sub-account. A subaccount name such as "Other Secured" means you must provide security acceptable to us when you obtain an advance under that sub-account. Property you give as security will secure all amounts owed under the Plan and all other loans you have with us now or in the future, except any loan secured by your principal dwelling. Property securing other loans you have with us may also secure the Plan.

**7. Voluntary Payment Protection.** We may offer Voluntary Payment Protection to you. Voluntary Payment Protection is not necessary to obtain credit. If you purchase Voluntary Payment Protection from us, you authorize us to add the fees or insurance charges monthly to your

loan balance and charge you interest on the entire balance. At our option we will change your payment or the period of time necessary to repay the loan balance. The rate used to determine the fees or insurance charges may change in the future. If the rate changes, we will provide any notices required by applicable law.

**8. Periodic Statement.** On a regular basis you will receive a statement showing all transactions under the Plan during the period covered by the statement. Statements and notices will be sent to you at the most recent address you have given us in writing. Unless applicable law requires notice to each joint borrower, notice to any one of you will be notice to all.

**9. Joint Accounts.** If this is a joint account, each of you is individually and jointly responsible for paying all amounts owed. That means we can enforce our rights under the Plan against any one of you individually or against all of you together. If you give us inconsistent instructions, we can refuse to follow your instructions. Unless our written policy requires all of you to sign for an advance, each of you authorizes the other(s) to obtain advances individually and agrees to repay advances made to the other(s). Any joint account holder may terminate the Plan by giving us prior written notice. If any of you terminate the Plan, the Plan is terminated for all of you. You remain liable individually and jointly for all advances incurred before termination.

**10. Fees & Charges.** If you give us a security interest in certain types of property, we may charge you a filing fee to perfect our interest in the property. If we do, the amount of the fee will be disclosed to you at the time you obtain an advance. We may also charge you other fees in connection with the Plan. Our current fees are disclosed on the Addendum and will be added to your loan balance unless you pay them in cash.

**11. Updating Credit Information.** You promise that you will promptly give us written notice if you move, change your name or employment, or if any other information you provided to us changes. Upon our request, you also agree to provide us updated financial information.

**12. Default.** *The following paragraph applies to borrowers in Idaho, Kansas, Maine and state chartered credit unions lending to South Carolina borrowers:* You will be in default if you do not make a payment of the amount required when it is due. You will also be in default if we believe the prospect of payment, performance, or realization on any property given as security is significantly impaired.

*The following paragraph applies only to borrowers in Wisconsin:* You will be in default if you fail to make a payment when due two times during any 12 month period. You will be in default if breaking any promise made under the Plan materially impairs your ability to repay what you owe or materially impairs the condition, value, or protection of or our right in any property you gave as security.

*The following paragraph applies only to borrowers in Iowa:* You will be in default if you are more than 10 days late in making a payment. You will also be in default if you do not comply with the terms of the Plan and your failure to comply materially impairs any property you gave as security or your ability to repay what you owe under the Plan.

*The following paragraph applies to borrowers in all other states and federally chartered credit unions lending to South Carolina*

*borrowers:* You will be in default if you do not make a payment of the amount required when it is due. You will be in default if you break any promise you made under the Plan or if anyone is in default under any security agreement made in connection with an advance under the Plan. You will be in default if you die, file for bankruptcy, become insolvent, if you make any false or misleading statements in any credit application or update of credit information, or if something happens we believe may substantially reduce your ability to repay what you owe. You will also be in default under the Plan if you are in default under any other loan agreement with us. You will be in default if any property you have given us as security is repossessed by someone else, seized under a forfeiture or similar law, or if anything else happens that significantly affects the value of the property or our security interest in it.

**13. Actions After Default.** *The following paragraph applies to borrowers in Colorado, District of Columbia, Iowa, Kansas, Maine, Massachusetts, Missouri, Nebraska, West Virginia and state chartered credit unions lending to South Carolina borrowers:* When you are in default and after expiration of any right you have under applicable state law to cure your default, we can demand immediate payment of the entire unpaid balance under the Plan without giving you advance notice.

*The following paragraph applies to federally chartered credit unions lending to South Carolina borrowers and to borrowers in all other states except Wisconsin and Louisiana:* When you are in default, we can require immediate payment (acceleration) of the entire unpaid balance under the Plan. You waive any right you have to demand for payment, notice of intent to accelerate and notice of acceleration.

*The following paragraphs apply to borrowers in all states except Wisconsin and Louisiana:* If immediate payment is demanded, you will continue to pay interest until what you owe has been repaid at the applicable interest rates in effect or, if applicable, at the default rate disclosed on the Addendum. If a demand for immediate payment has been made, your shares and/or deposits can be applied towards what you owe as provided in the section above called "Security". We can also exercise any other rights given by law when you are in default.

You agree the credit union has the right to take possession of any property given as security under the Plan, without judicial process, if this can be done without breach of the peace. If we ask, you promise to deliver the property at a time and place we choose. If the property is a motor vehicle or boat, you agree that we may obtain a key or other device necessary to unlock and operate it, when you are in default. We will not be responsible for any other property, not covered by this Agreement, that you leave inside the property or that is attached to the property. We will try to return that property to you or make it available for you to claim.

After we have possession of the property, we can sell it and apply the money to any amounts you owe us. We will give you notice of any public disposition or the date after which a private disposition will be held. Our expenses for taking possession of and selling the property will be deducted from the money received from the sale. Those costs may include the cost of storing the property, preparing it for sale and

attorney's fees to the extent permitted under state law or awarded under the Bankruptcy Code.

You must pay any amount that remains unpaid after the sale money has been applied to any unpaid balance under the Plan. You agree to pay interest on that amount at the same rate as the advance, or, if applicable at the default rate disclosed on the Addendum, until that amount has been paid.

***The following paragraph applies only to Wisconsin borrowers:***

When you are in default and after expiration of any right you have under applicable state law to cure your default, we may require immediate payment of your out-standing loan balance under the Plan and seek possession of property given as security. You may voluntarily give the property to us if you choose, or we may seek to take possession of the property by judicial process. If we repossess the property, you agree to pay reasonable expenses incurred in disposing of the property. If the property is a motor vehicle, mobile home, trailer, snow-mobile, boat or aircraft, you will also be required to pay any costs permitted by Section 422.413 of the Wisconsin Statutes. You must pay any amount that remains unpaid after the sale money has been applied to what you owe under the Plan. You agree to pay interest on any unpaid amount at the same rate as the advance, or, if applicable, at the default rate disclosed on the Addendum, until that amount is paid.

If the property is located outside Wisconsin at the time of default, we may take possession of the property without judicial process, if permitted by the state where the property is located.

***The following paragraph applies only to Louisiana borrowers:***

When you are in default, we can require immediate payment (acceleration) of the entire unpaid balance under the Plan. You waive any right you have to demand for payment, notice of intent to accelerate and notice of acceleration. If immediate payment is demanded, you will continue to pay interest until what you owe has been repaid at the applicable interest rates in effect unless a default rate is disclosed on the Addendum. If a demand for immediate payment has been made, the shares and deposits given as security for the Plan can be applied towards what you owe. We can also exercise any other rights given by law when you are in default and our rights under any security agreements you have with us.

**14. Cancelling Or Changing The Plan.**

***The following paragraph applies only to state chartered credit unions lending to Illinois borrowers:*** We have the right to change the terms of the Plan from time to time after giving you any advance notice required by law. Any change to the interest rate or other charges will apply to future advances.

***The following paragraph applies only to borrowers in Wisconsin:***

We can change the terms of the Plan from time to time in accordance with Section 422.415 of the Wisconsin Statutes. You will be notified of any change in terms. An increase in the daily periodic rate under a variable rate interest rate is not considered a change in terms under the Plan. We can cancel the entire Plan or any part of the Plan at any time. You may cancel the Plan at any time by giving us prior written notice. Your obligation to pay the unpaid balances under the terms of the Plan continues whether you or the credit union cancel the Plan, except to the extent that your liability is limited by Section 422.4155 of the Wisconsin Statutes.

*The following paragraph applies only to borrowers in Iowa:*

We can change the terms of the Plan from time to time after giving you any advance notice required by law. A change that increases the rate of finance charge or other charge, that increases the amount of your payments, or that otherwise adversely affects existing balances will apply to existing balances only if you agree to the change or you use the Plan after receiving notice that your use of the Plan means you agree the change applies to existing balances.

*The following paragraph applies to all borrowers in all other states and federally chartered credit unions lending to Illinois borrowers:*

We have the right to change the terms of the Plan from time to time after giving you any advance notice required by law. Any change in the interest rate will apply to future advances, and at our discretion, and subject to any requirements of applicable law, will also apply to unpaid balances.

*The following paragraph applies to all but Wisconsin borrowers:*

An increase in the daily periodic rate under a variable interest rate is not considered a change in terms under the Plan. We can cancel the entire Plan or any part of the Plan at any time. You may cancel the Plan at any time by giving us prior written notice. Your obligation to pay the unpaid balances under the terms of the Plan continues whether you or the credit union cancel the Plan.

*Paragraphs 15 through 23 apply if you give security in connection with an advance under the Plan. They apply to borrowers in all states except Louisiana. Louisiana borrowers will execute a separate security agreement. Borrowers in other states may also be asked to execute a separate security agreement.*

**15. The Security For The Plan.** You give us what is known as a security interest in all property described in any receipt, voucher or other document you receive for an advance ("the Advance"). The security interest you give includes all accessions. Accessions are things which are attached to or installed in the property now or in the future. The security interest also includes any replacements for the property which you buy within 10 days of the Advance or any extensions, renewals or refinancing of the Advance. It also includes any money you receive from selling the property or from insurance you have on the property. If the value of the property declines, you promise to give us more property as security if asked to do so.

**16. What The Security Interest Covers/Cross Collateral Provisions.**

The security interest secures the Advance described in the receipt, voucher or any other document you receive at the time of the Advance and any extensions, renewals or refinancing of the Advance. It also secures any other advances you have now or receive in the future under the Plan and any other amounts or loans, including any credit card loan, you owe us for any reason now or in the future, except any loan secured by your principal residence. If the property is household goods as defined by the Federal Trade Commission Credit Practices Rule, the property will secure only the Advance and not other amounts you owe.

**17. Ownership Of The Property.** You promise that you own all property you give as security or if the Advance is to buy the property, you promise you will use the Advance for that purpose. You promise that no one else has any interest in or claim against the property that you have not already told us about. You promise not to sell or lease the property or to use it as security for a loan with another creditor

until the Advance is repaid. You promise you will allow no other security interest or lien to attach to the property either by your actions or by operation of law.

**18. Property Insurance, Taxes & Fees.** You must maintain property insurance on all property that you give as security under the Plan. You may purchase the property insurance from anyone you choose who is acceptable to the credit union. The amount and coverage of the property insurance must be acceptable to us. You may provide the property insurance through a policy you already have, or through a policy you get and pay for. you promise to make the insurance policy payable to us and to deliver the policy or proof of coverage to us if asked to do so.

If you cancel your insurance and get a refund, we have a right to the refund. If the property is lost or damaged, We can use the insurance settlement to repair the property or apply it towards what you owe. You authorize us to endorse any draft or check which may be payable to you in order for us to collect any refund or benefits due under your insurance policy. You also promise to pay all taxes and fees (like registration fees) due on the property.

If you do not pay the taxes or fees on the property when due or keep it insured, we may pay these obligations, but we are not required to do so. Any money we spend for taxes, fees or insurance will be added to the unpaid balance of the advance and you will pay interest on those amounts at the same rate you agreed to pay on the advance. we may receive payments in connection with the insurance from a company which provides the insurance. We may monitor our loans for the purpose of determining whether you and other borrowers have complied with the insurance requirements of our loan agreements or may engage others to do so. The insurance charge added to an advance may include (1) the insurance company's payments to us and (2) the cost of determining compliance with the insurance requirements. If we add amounts for taxes, fees or insurance to the unpaid balance of an advance, we may increase your payments to pay the amount added within the term of the insurance or approximate term of the advance.

**19. Insurance Notice.** If you do not purchase the required property insurance, the insurance we may purchase and charge you for will cover only our interest in the property. The premium for this insurance may be higher because the insurance company may have given us the right to purchase insurance after uninsured collateral is lost or damaged. The insurance will not be liability insurance and will not satisfy any state financial responsibility or no fault laws.

**20. Protecting The Security Interest.** If your state issues a title for the property, you promise to have our security interest shown on the title. We may have to file what is called a financing statement to protect our security interest from the claims of others. If asked to do so, you promise to sign a financing statement. You promise to do whatever else we think is necessary to protect our security interest in the property. You promise to pay all costs, including but not limited to any attorney fees, we incur in protecting our security interest and rights in the property, to the extent permitted by applicable law.

**21. Use Of Property.** Until the Advance has been paid off, you promise you will: (1) Use the property carefully and keep it in good repair. (2) Obtain our written permission before making major changes to the property or changing the address where the property is kept.

(3) Inform us in writing before changing your address. (4) Allow us to inspect the property. (5) Promptly notify us if the property is damaged, stolen or abused. (6) Not use the property for any unlawful purpose. (7) Not to retitle property in another state without telling us

**22. Notice To North Dakota Borrowers Purchasing A Motor**

**Vehicle.** The Motor Vehicle in this transaction may be subject to repossession. If it is repossessed and sold to someone else, and all amounts due to the secured party are not received in that sale, you may have to pay the difference.

**23. Notice For Arizona Owners Of Property.** It is unlawful for you to fail to return a motor vehicle that is subject to a security interest, within thirty days after you have received notice of default. The notice will be mailed to the address you gave us. It is your responsibility to notify us if your address changes. The maximum penalty for unlawful failure to return a motor vehicle is one year in prison and/or a fine of \$150,000.

**24. Delay In Enforcing Rights And Changes In The Plan.**

We can delay enforcing any of our rights under this Plan any number of times without losing the ability to exercise our rights later. We can enforce this Plan against your heirs or legal representatives. If we change the terms of the Plan, you agree that this Plan will continue to protect us.

**25. Continued Effectiveness.** If any part of this Plan is determined by a court to be unenforceable, the rest will remain in effect.

**26. Notice To Utah Borrowers.** This written agreement is a final expression of the agreement between you and the credit union. This written agreement may not be contradicted by evidence of any oral agreement.

**27. The following is required by Vermont law.**

*Notice to Co-Signer:* Your signature on this note means that you are equally liable for repayment of this loan. If the borrower does not pay, the lender has a legal right to collect from you.

## **Your Billing Rights**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

**Notify Us In Case Of Errors Or Questions About Your Statement.**

If you think your statement is wrong, or if you need more information about a transaction on your statement, write us on a separate sheet at the address listed on your statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay a credit card account automatically from your share account or share draft account, you can stop the payment on any amount you think is wrong. To stop the payment your

letter must reach us three business days before the automatic payment is scheduled to occur.

**Your Rights And Our Responsibilities After We Receive Your Written Notice.** We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the statement was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to send statements to you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your statement that are not in question.

If we find that we made a mistake on your statement, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your statement. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your statement was correct.

**Special Rule For Credit Card Purchases.** If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, You may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right: (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

# Certificate of Insurance

**Credit Life/Credit Disability  
CUNA Mutual Insurance Society  
P.O. Box 391  
5910 Mineral Point Road  
Madison, WI 53701-0391  
Phone 800-937-2644**

NOTICE: If this insurance is in connection with an open-end loan account or revolving charge card account, coverage will be effective from the time the account has a balance and will continue, subject to policy provisions, as long as there is an open balance. Coverage will close when the account does not reflect an open balance and will automatically be reinstated when there is an open balance, subject to the termination provisions herein.

If this insurance is in connection with a closed-end account, the life insurance benefit might not completely pay off your loan. If the term of your loan exceeds the term of insurance, the death benefit is only payable if death occurs during the term of the insurance. Total disability benefits will not be paid for any period of total disability continuing after the termination date shown in the schedule. If you renew or refinance an insured closed-end loan, the effective date of insurance, as it affects any provision of this Certificate, will be the first day on which you became insured under the Group Policy covering the loan at least to the extent of the amount and term of the closed-end loan outstanding at the time you renewed or refinanced your closed-end loan. This also applies to the Exclusions and Restrictions contained in this Certificate.

Within 15 days after you receive this Certificate, you have the right to return the Certificate to the credit union for cancellation and any premium paid by you will be immediately returned.

We certify that while we are paid the premiums for the Group Policy by the credit union as they become due, you are insured for the coverage marked in the Schedule, subject to the terms of the Group Policy issued to the credit union.

Insurance will start on the date of each advance only if you are eligible for insurance at the time of the advance. Insurance will remain in effect while you have an outstanding loan balance and continue to pay the required premium charge, subject to the "When Insurance Stops" provision of this Certificate.

## **Benefits**

Benefits are paid to your credit union to pay off or reduce your loan. If the benefits are more than the balance of your loan, the difference will be paid to you if you are living or to the Beneficiary named by you, if any, or to your estate by check or draft from us. Our payment will completely discharge our liability to the extent of the payment. Your eligibility for Benefits will not be affected by your subsequent unemployment or retirement during the term of insurance.

**Death Benefit.** If you die while you are insured for life coverage, we will pay the outstanding insured balance of your loan on the date of your death, plus not more than six (6) months unpaid interest on your loan to that date, not to exceed the Maximum Amount of Life Insurance. This maximum is applied on a per loan basis.

**Joint Insured Death Benefit.** If your joint insured dies while insured for life coverage, we will pay on the same basis as above. Only one (1) death benefit, however, is payable under this Certificate.

**Total Disability Insurance Benefit.** If you are insured for disability coverage, we will pay a benefit if you file written proof that you became totally disabled while insured and continue to be totally disabled for longer than the period stated in the Schedule. Payment will be calculated beginning with the day shown in the Schedule. The monthly benefit for each month of your disability to be compensated will be equal to the minimum monthly payment required on your loan on the date you became disabled. For a partial month, each daily benefit will be equal to 1/30th of the monthly benefit. Our monthly benefit payment will not exceed the Maximum Monthly Total Disability Benefit stated in the Schedule. This maximum is applied on a per loan basis.

Our benefit payments will stop:

1. on the date you are not totally disabled any more; or
2. on the date the insured portion of your loan has been repaid by us; or
3. on the date of your death.

**Definition of Total Disability.** During the first 12 consecutive months of total disability, Total Disability means that you are not able to perform most of the duties of your occupation because of a medically determined sickness or accidental injury and are under the care and treatment of a physician. After the first 12 consecutive months of Total Disability, the definition changes and requires that you not be able to perform the duties of any occupation for which you are reasonably qualified by education, training or experience. You will be required to give us proof of your continuing Total Disability from time to time.

If your Total Disability recurs within seven (7) days after you have recovered from that period of Total Disability and the recurrence is a result of the same condition, we will consider this a continuation of that period of Total Disability. However, if your Total Disability recurs more than seven (7) days after you have recovered, we will consider it a new period of Total Disability regardless of whether the recurrence is the result of the same condition or a new condition.

## **Exclusions and Restrictions**

**Misstated Age.** If you stated you are under the Maximum Age for Insurance stated in the Schedule, but you are not, we will return your premium when we discover this and will not pay any benefits. This applies to disability coverage as well as life coverage on you and your joint insured.

**The following Exclusion for life insurance applies also to your joint insured.**

1. **Suicide.** We won't pay a claim for an advance on a loan if you commit suicide within 12 months after the effective date of insurance on the advance. We will, however, refund the premium on the advance. If there is a joint insured, coverage will continue on the survivor and the refund of premium will be equal to the difference between the premium actually charged for the joint life coverage and the premium that would have been charged if only single life coverage had been provided at the time insurance was issued.

**The following Exclusions apply to disability insurance.**

**Total Disabilities Not Covered.** We won't pay a claim for any advance on a loan or return your disability insurance premium if your Total Disability:

1. begins within six (6) months after the Effective Date of insurance on the advance and results from any disease or bodily injury for which you received medical advice, diagnosis or treatment at any time within the six (6) month period immediately preceding the Effective Date of insurance on the advance; or
2. is a result of normal pregnancy.

**When Insurance Stops**

This insurance automatically stops:

1. on the last day of the month in which we receive your written request to stop the insurance; or if earlier,
2. on the last day of the month in which you withdraw your authorization for the addition of charges for the insurance to your loan; or
3. on the last day of the month during which you reach the Maximum Age for Insurance; or
4. on the date your loan stops; or
5. on the last day of the month in which you are three (3) months delinquent in any payment on your loan; or
6. on the date the Group Policy stops; or
7. on the date of your death; or
8. on the date your loan is transferred to a creditor other than the credit union.

Termination of insurance shall be without prejudice to any disability claim in progress.

**What The Contract Is and  
How Your Statements Affect It**

The Group Policy, the Application for the Group Policy and the attached Member's Application are the complete contract of insurance. All statements made by you are considered to have been made to the best of your knowledge and belief. No statement can be used to void this insurance or deny a claim unless that statement is signed by you. After two (2) years from the date of insurance, no statement made by you can be used to void this insurance or deny a claim. If you stated that you are older than the Maximum Age for Insurance, you are insured for the period the premium would purchase regardless of your actual age. If insurance is issued over the

Maximum Amount, we have the right to correct the Amount before a claim is incurred. We will refund the appropriate portion of the premium if we correct the Amount of Insurance and a lower premium results.

### **How To File A Life Claim**

We must be given a claim report, a copy of the member's loan records, insurance application/certificate and a certified copy of the death certificate (or other lawful evidence) as proof of a life insurance claim.

### **How To File A Total Disability Claim**

You must contact us or your credit union about your Total Disability claim when you are eligible for benefits. Your credit union will provide you with claim forms or you can simply send us written proof of your disability. That proof must show the date and the cause of the Total Disability and how serious it is, and it must be signed by a physician or a chiropractor. The initial proof should be for the initial period of Total Disability, after you have completed the Waiting Period or Elimination Period. After that, we will require proof of your continued disability, from time to time.

You must send proof to us within 90 days after your Total Disability stops. If you cannot send proof to us within 90 days, you must do so as soon as you can. Unless you have been legally incapable of filing proof of Total Disability, we won't accept it if it is filed after one (1) year from the time it should have been filed. You can't start any legal action until 60 days after you send us proof of your Total Disability and you can't start any legal action more than three (3) years after you send the proof.

### **Conformity With State Statutes**

Any part of the Group Policy which, on the Effective Date of the Group Policy, conflicts with the statutes of the state where the Group Policy was delivered is changed to conform to the minimum standards of those statutes.

### **Physical Examination**

We, at our own expense, have the right, and you must allow us the opportunity, to examine your person as often as is reasonably required while a claim is pending.

# Privacy Policy

At Associated Credit Union, we want you to be pleased with more than just the products and services we offer — we want you to be satisfied with your entire experience. Your total satisfaction and trust is our ultimate goal. We recognize that one of the ways we retain your trust is to respect your privacy. To ensure this trust, we protect the information we retain through the many ways we serve you. To further protect your privacy, and in accordance with the Gramm-Leach-Bliley Act and other state and federal laws, we have adopted the following privacy statement:

At Associated Credit Union, we collect, retain and use information about you so we can better serve your financial needs and maintain account relationships with you. To the extent permitted by law, this information is shared with the Credit Union's owned affiliates in accordance with strict internal standards and confidentiality policies. This allows us to provide you with products and services appropriate to your needs, such as our insurance, brokerage, leasing and financial planning programs.

## Information We Collect About You And Disclose To Others

We collect non-public personal information about you from the following sources:

- Information we receive about you on applications or other forms, such as your name, address, Social Security number and income
- Information about your transactions with us, our affiliates, or others, such as your account balance and payment history
- Information we receive from a consumer-reporting agency, such as your credit worthiness and credit history
- We do not disclose any non-public personal information about our members and former members to anyone, except as permitted by law

## Parties Who Receive Information from Us

In order that we may offer you competitive products and services, we may disclose all information we collect, as described above, to companies that perform services on our behalf, and to other financial services institutions with which we have joint marketing agreements. We may also disclose information about you under circumstances permitted by law. These disclosures typically include information to process transactions on your behalf, conduct our operations, respond to subpoenas, follow your instructions as you authorize, or to protect the security of our financial records.

In addition to sharing non-public personal information with our affiliates, we may disclose information to the following types of third parties:

- Financial service providers such as those that provide check processing, credit card, ATM and mortgage services
- Non-financial companies, such as consumer reporting agencies

Associated Credit Union does not disclose any non-public personal information about our members or former members to anyone, except as permitted by law and already outlined in this privacy statement.

## **Employee Controls**

We restrict access to non-public personal information to those employees who need to know that information to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your non-public personal information. We require our employees to sign confidentiality agreements to maintain the privacy of your information.

We have established and continually maintain security standards and procedures to help us protect you from unauthorized access to your confidential information, including through the Internet.

## **How To Opt Out**

If you prefer that we do not disclose non-public personal information about you to such non-affiliated third parties, you may opt out of those disclosures at any time by completing the Opt Out Response Form. This option, by law, will not apply to disclosures that we make to companies that perform services on our behalf or to other financial institutions that have joint marketing agreements with us. Once we receive your opt out request, we will act as quickly as possible to stop disclosures. If you wish later to revoke your opt out election, you may do so by writing our Marketing Department at our main office.

Note to non-member joint account holders: Anyone of you may exercise the right to opt out, even if you are not actually a member of ACU. We will treat an opt out request from any one party to an account as if all of you direct us to not make disclosures to non-affiliated third parties to which the opt out right applies.

Unless we hear from you, we may share all the non-public personal information about you that we collect with businesses involved in insurance, financial services, travel, automobile sales, and others. We believe that these types of products and services will be of value and interest to our membership. The specific companies that receive information from us are prohibited from using that information about you for any purpose other than what we agree by contract.

## Opt Out Response Form

I am exercising my opt out option as permitted by law.

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Name (Please Print)

(Note: Any one listed on the account may elect to opt out on the account on behalf of all account holders.)

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Share Account Number

---

Your Signature

---

Date

**Mail To:**

Associated Credit Union  
Marketing Department  
6251 Crooked Creek Road  
Norcross, Georgia 30092-3107

# **Fair & Accurate**

## **Credit Transactions Disclosure**

We may report information about your account to credit bureaus. Late payments, or other defaults on your accounts may be reflected on your credit report.



**ASSOCIATED  
CREDIT UNION**  
**Better than a Bank.**

6251 Crooked Creek Road  
Norcross, GA 30092-3107

[acuonline.org](http://acuonline.org)

[acu@emailacu.org](mailto:acu@emailacu.org)

770.448.8200

Outside Georgia  
1.800.235.3259

Inside Georgia  
1.800.422.3272

(Area Codes 229, 478, 706, 762 & 912 only)

