

## UNAUTHORIZED TRANSFERS – CONSUMER LIABILITY

Tell us **AT ONCE** if you believe your card has been lost or stolen. Telephoning is the best way of keeping possible losses down.

**UNAUTHORIZED USE** – means the use of your debit card by a person or entity, other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit.

You will not be liable for any unauthorized transactions using your TACU debit card if:

- You can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft
- You have not reported 2 or more incidents of unauthorized use within a 12-month period
- Your account is in good standing
- You promptly reported the loss or theft

The zero-liability rule will apply to all transactions conducted with a MasterCard branded card, including pin-based transactions at point-of-sale and ATM terminals.

You could have up to \$500.00 liability if you do not exercise reasonable care in safe-guarding the card from risk of loss or theft or if you do not promptly report the loss or theft.

Also, if your statement shows transactions that you did not make, tell us **AT ONCE**. You must report any errors or unauthorized transactions within 60 days after the statement was mailed to you. You may not get any back after the 60 days if we can prove that we could have stopped the transaction had we been notified within the 60 days. If circumstances (trip, hospital stay) prevented you from notifying us in a timely manner we may extend the time period.

## ERROR RESOLUTION NOTICE:

In case of errors or questions about your electronic transfers, call or write us @ the telephone number listed in this brochure, as soon as you can or if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement. **We must hear from you no later than 60 days after we send the 1<sup>st</sup> statement on which the problem or error appeared.** We will need from you:

- Your name and account number
- Description of error or transfer you are unsure about with a clear explanation of why you believe it is an error or why you need more information
- Dollar amount(s) of suspected error

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

We will tell you the results of our investigation within 10 business days (20 business days if the transfer involved a point-of-sale or foreign initiated transfer) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a point-of-sale or foreign initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business day is the transfer involved a point-of-sale or foreign initiated transfer) for the amount you think is in error, so that you will have use of the funds during the time it takes us to complete our investigation.

If we ask you to put your complaint 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 with 3 business days after we complete our investigation. You may ask for copies of the documentation used in investigation.



# Debit Card

## Application Terms & Conditions



**TAHQUAMENON AREA  
CREDIT UNION**

"To us, it's always personal."

## ELECTRONIC FUND TRANSFERS: YOUR RIGHTS AND RESPONSIBILITIES

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Indicated below are some of the types of electronic fund transfers we are capable of handling, some of which may not apply to your account(s). Please read this disclosure carefully because it tells you your rights and responsibilities for the transactions listed. You should keep this disclosure for future reference.



### ATM TRANSFERS – Types of transfers & dollar amount limitations

You may access your account (s) by ATM using your debit card and PIN number to:

- Make deposits to your account
- Make cash withdrawals. You may withdraw no more than \$2000.00 per 24 hours
- Transfer funds between sub-accounts
- Do an account inquiry

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

### POINT-OF SALE TRANSACTIONS

You may access your share draft account to purchase goods (in person or electronically), pay for services, get cash back from merchant (merchant permitting), or from a participating financial institution.

### MINIMUM ACCOUNT BALANCE

We do not require you to maintain a minimum account balance in your draft account as a condition of using an access device (card) to accomplish a transfer.

### UNLAWFUL INTERNET GAMBLING

In accordance with the requirements of the Unlawful Internet Gambling Act of 2006 and Regulation GG, this notification is to inform you that restricted transactions are prohibited from being processed through your account or relationship with TACU. Restricted transactions or other proceeds from another person accepts credit, funds, instruments, or other proceeds from another person in connection with unlawful internet gambling.

## FEES

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We may charge you \$4.00 for a reissued PIN number

We may charge you \$4.00 for a new/reissued card

## SERVICE CHARGES

As of September 1<sup>st</sup>, 2012, the Credit Union imposes a service charge of **\$1.50** for each transaction made with an ATM/Debit card at a non-CO-OP ATM. If you use an ATM that is not operated by TACU, you may be charged a fee by the operator of the machine and/or by an ATM network.

## DOCUMENTATION

You can get a receipt at the time you do a transaction using a TACU ATM or at a Point-of Sale terminal.

## PERIODIC STATEMENTS

You will get a monthly statement from us for your share draft account(s).

CardNav by CO-OP is an APP with alerts and controls

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## CONFIDENTIALITY

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We will disclose information to 3<sup>rd</sup> parties about your account(s) or the transactions you make:

- Where it is necessary for completing transfers
- To verify the existence and condition of your account(s) for a 3<sup>rd</sup> party such as a credit bureau or merchant
- To comply with a government agency or court orders
- If you give us written permission

## LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transfer to or from your account(s) on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have available funds in your account to make the transfer
- If the ATM where you are making the transfer does not have enough cash
- If the terminal you are using is not working correctly
- If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions we have taken.
- Other exceptions stated in our agreement with you

## Contact – UNAUTHORIZED TRANSACTIONS

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TAHQUAMENON AREA CU

Business hours – 800.575.5117

After hours – 888.241.2510

### REGULATORY AUTHORITY

If you believe that any provision of the Michigan electronic funds transfer act has been violated, you should contact:

<https://difs.state.mi.us/Complaints/>