



Your Liability for Unauthorized Electronic Fund Transfers and Error Resolution

The following information ONLY applies to consumer accounts; business accounts do not apply

The disclosures provided below with respect to liability for unauthorized transactions, error resolution and preauthorized payments apply only to electronic fund transfers to or from Chaco Credit Union consumer checking, savings, money market or other consumer asset accounts ("Accounts") using one of the electronic funds transfer services described below, to the extent such transfers are subject to the Consumer Financial Protection Bureau's Regulation E ("Electronic Fund Transfers"). The disclosures explain your basic rights, liabilities and responsibilities as a customer of Chaco Credit Union who uses any of the electronic funds transfer services set forth below. For purposes of these disclosures, "we," "us," "our" and "Bank" "Credit Union" means Chaco Credit Union and any of its affiliates or direct or indirect subsidiaries. "You" or "your" means, as applicable, each owner of an Account. The term "Security Information" means your Access ID, password and/or any other enhanced security information we may require to access our electronic funds transfer services.

These disclosures are in addition to any other agreements between you and Chaco Credit Union governing our electronic funds transfer services or your Account(s). If there is a conflict between these disclosures and your other agreements with us, these disclosures shall control with respect to your rights, liabilities and responsibilities for Electronic Fund Transfers to or from your Accounts using one of our electronic funds transfer services. By using our electronic funds transfer services, you are acknowledging your receipt and agreement to these disclosures.

The Electronic Fund Transfers we are capable of handling for consumers are indicated below, some of which may not apply to your Account. Some of these may not be available at all terminals. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference.

Right to Stop Pre-Authorized Payments on Consumer Accounts:

Pre-authorized payments are authorized by the account holder in advance and set to recur at a substantially regular interval. You may be able to use your *Chacocard* to set up this type of payment. To stop a pre-authorized payment from your account, you must contact Chaco at (513) 785-3500 at least three business days before the payment is scheduled to take place. Chaco will require you to provide written documentation of your request to stop payment within 14 days of your notice.

If you make a request to stop one of your pre-authorized payments three business days or more before the transfer is scheduled, and Chaco does not do so, Chaco will be liable for your losses or damages to the extent provided by law.

There is a fee for each stop payment order requested, pursuant to Chaco's *Schedule of Fees and Charges*. Such stop payment notice will apply only to that particular recurring payment. To be sure that a third party does not bill you again for the payment or to cancel the pre-authorized payment arrangement, you must contact the third party.

DOCUMENTATION

Right to Receive Documentation of a Pre-Authorized Payment:

You may get copies of the pre-authorized payment documentation from the third party at the time you give them the initial authorization. If the amount of your pre-authorized payment varies the party who will receive the payment is required to give 10 days' notice of when the payment will be made and how much it will be.

Right to Receive Documentation of Transactions:

When using your *ChacoCard* in an ATM, you will be given the option to receive a receipt at the time you make a transaction to or from your account(s). You will receive a periodic statement for each transaction account for which you have accessed using your *ChacoCard* during a monthly cycle. If no transactions were processed during the monthly statement cycle, or member number does not have a valid transaction account, you will receive a quarterly statement.

E-Statement Election:

If you have elected to receive E-Statements in lieu of paper statements, your E-Statements will be dated the day the E-Statement availability notification is sent to you by email, and any applicable time periods within which you must notify us of any unauthorized Electronic Fund Transfers on your Account statements shall begin on the date of the E-Statement regardless of when you retrieve your E-Statement through Chaco Credit Union online banking.

UNAUTHORIZED CARD USE:

If you believe your *ChacoCard* or PIN has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, you must contact Chaco at (513) 785-3500. You may also refer to the customer service phone numbers on Chaco's website, www.chacocu.org. Please reference the *About > Contact* section.

Chaco reserves the right to place limits on the frequency and dollar amount of transactions or remove access from your *Chacocard* in these situations.

Transfer Types and Limitations:

ATM Transfers You may access your Account(s) by ATM using your ATM Card or Debit Card and personal identification number ("PIN") to:

- Withdraw cash from your checking and savings Account(s). You may withdraw up to \$ 200.00 per day (or previously approved exception limits if applicable).
- Transfer funds between your checking and savings Accounts whenever you request.
- Obtain Account information on checking and savings Accounts.

Visa® Debit Card Point of Sale Transactions

You may use your Visa® Debit Card to:

- Pay for purchases or pay bills directly from your checking Account or money market in person, by phone, or by computer if the merchant has agreed to accept the card.
- Withdraw cash directly from your checking account when paying for purchases in person if the merchant has agreed to accept the card (requires personal identification number).
- You may not exceed more than \$ 2,500.00 in transactions per day (or previously approved exception limits if applicable).

Online Banking at www.chacocu.org

You may access your Account(s) through the internet by logging in through our website at www.chacocu.org and using your login and password to:

- Transfer funds between your checking, money market and savings Accounts whenever you request.
- Make payments from checking, money market or savings Account(s) to loan Accounts with us.
- Pay bills directly from your checking in the amounts and on the days you request.
- Obtain Account information on checking, money market, savings, loan, and certificate of deposit Accounts.

Mobile Banking

Chaco Credit Union Mobile Banking may be used to access your Account(s) using a mobile phone and your Security Information to:

- Transfer funds between your checking, money market and savings Accounts whenever you request.
- Make payments from checking, money market, or savings Account(s) to loan Accounts with us.
- Pay bills directly from your checking or money market Account(s) in the amounts and on the days you request.
- Obtain Account information on checking, money market, savings, loan, and certificate of deposit Accounts.

Electronic Fund Transfers Initiated by Third Parties

You may authorize a third party to initiate electronic fund transfers between your Account and the third party's Account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In all cases, these third party transfers will require you to provide the third party with your Account number and financial institution information. This information to trusted third parties whom you have authorized to initiate these electronic fund transfers.

Example of these transfers include, but are not limited to:

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

Limitations on Frequency of Transfers

In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- Transfers from a savings Account to another Account or to third parties by preauthorized or automatic transfer, online banking, mobile banking, facsimile request, or telephone order or instruction are limited to six per calendar month.
- Transfers from a money market Account to another Account or to third parties by means of a check, debit card point of sale transaction, preauthorized or automatic transfer, online banking, mobile banking, facsimile, or telephone order or instruction are limited to six per calendar month.
- If you exceed the transfer limitations in any calendar month, your Account will be subject to closure by the financial institution

LIABILITY FOR UNAUTHORIZED CARD USE:

If you do not notify Chaco in the case of a lost or stolen *ChacoCard* or PIN, you could be liable for any losses from your deposit account(s) plus your maximum pre-authorized *Overdraft Protection Line-of-Credit* or *Overdraft Privilege* limit. If you notify Chaco within two business days of the loss or theft, your liability is the lesser of \$50.00 or the amount of the unauthorized use that occurred before notification to the credit union.

If you fail to notify the credit union within two business days after discovery of the loss or theft, your liability will not exceed the lesser of \$500.00 or the sum of (1) \$50.00 or the amount of the unauthorized transfers that occur within two business days, whichever is less; and (2) the amount of unauthorized transfers that occur after two business days and before notice to the credit union, provided the credit union proves that the transfers would not have occurred had you notified the credit union within that two-day period.

Error Resolution Procedures:

If you believe there is an error on your periodic statement, or if you need more information about a transaction, you should contact Chaco within 60 days of receiving the statement on which the problem/error occurred. If you fail to notify Chaco within the 60 days, you may be liable for any transfers occurring after the close of the 60 days and before notice is given to the credit union.

Chaco may require you to send your complaint or question in writing within 10 business days of your notice to the credit union. If your written complaint is not received within 10 business days, the credit union may not provisionally credit your account during the additional time that may be required to investigate your problem/error.

Chaco will promptly investigate the inquiry and determine within 10 business days whether or not an error occurred. For a new account (less than 30 days old), Chaco will have 20 business days to make a determination in the investigation.

If **all** of the following are true, Chaco may take up to 45 calendar days to investigate the transaction in question:

- Provisional credit has been given within 10 business days (20 business days for new accounts) for the amount of the error;
- You have been informed of the provision within two business days of the amount being credited to your account;
- You have been given full use of the credited funds;
- If the error is to be corrected, that it is corrected within one business day after determining there was an error;
- We have reported the investigation results to you within three business days after completing the investigation.

If the error occurred at a foreign ATM, is a debit card transaction or occurred on a new account Chaco may take up to 90 calendar days to conduct the investigation if all of the above items are true.

If Chaco decides there was no error, you will be sent a written explanation within three business days after the investigation is finished. You may ask for copies of the documents Chaco used in its investigation.

Liability for Failure to Complete Transactions:

If Chaco does not complete a transaction you initiate properly to any account, in the correct amount, or in a timely manner, Chaco may be liable for your losses or damages. However, there are some exceptions. Chaco will not be liable for the following instances:

- If through no fault of the credit union, you do not have enough money (or sufficient funds) in your account to make the transaction; or

- If the electronic funds transfer system you attempted to use was not working properly and you knew about the breakdown when you started the transaction; or
- The ATM where you were making the transaction did not have enough cash in the denomination you requested; or
- If circumstances beyond Chaco's control (such as fire, flood or earthquake) prevent the transaction, despite reasonable precaution Chaco has taken; or
- If your funds are held by court or other legal proceedings; or
- If Chaco has placed balance restrictions on your account because of some recent account activity; or
- Your *ChacoCard* or ATM PIN has been lost/stolen, has expired, is damaged so that the encoded strip cannot be read, is inactive due to non-use, is retained by Chaco at your request or because your ATM PIN has been repeatedly entered incorrectly; or
- The transaction could exceed your *Chaco Line* or *Home Equity Line of Credit*; or
- If failure to complete the transaction is to protect the security of your account and/or Chaco's *Electronic Funds Transfer* system.

Business Accounts:

Business Account holders are not subject to the same right to stop pre-authorized payments, to receive documentation of a pre-authorized payment or other transactions, or error resolution procedures as consumer accounts. If you are a business account holder and have questions please contact Chaco at (513) 785-3500.