

**MASTERCARD AND ATM CARD
RULES AND REGULATIONS**
Revised October 31, 2013

These rules govern the relationship between Fort Community Credit Union (FCCU) and each person (Member) to whom is issued, or who is authorized to use a Fort Community Credit Union MasterCard Debit Card and/or ATM Card.

Definitions. The following definitions apply to these rules:

- “Account” means your account with Fort Community Credit Union.
- “Card” means your FCCU MasterCard Debit Card or ATM Card.
- “We”, “Us”, “Our” means Fort Community Credit Union
- “You”, “Your” and “Member” means each person who is a party of the Account and who applied for the Card.
- “EFT Terminal” means an electronic funds transfer terminal; this includes automated teller machines, point-of-sale terminals, and other EFT devices.
- “PIN” means the personal identification number assigned to you for use with your MasterCard Debit or ATM Card.

Card Ownership, Termination. The card remains the property of the Credit Union and shall be surrendered by Member upon request. Credit Union may terminate member’s privilege of using card and may withhold approval of any transaction at any time. **If you permit or authorize other persons to use your Card and PIN, you will be liable on or for the resulting transactions. To guard against anyone making a transaction that you have not authorized, you should take all reasonable precautions to prevent any other person from learning your PIN. You may change your PIN number by calling 1-800-448-8268.**

Use of MasterCard Debit Card. You may use your card and PIN to:

- a.) Withdraw cash from your account.
- b.) Make deposits to your account.
- c.) Transfer funds between your checking and savings account.

- d.) Pay for purchases at places that have agreed to accept the MasterCard Debit Card. Some of these services may not be available at all terminals.

Limitations on Your MasterCard Debit Card Transactions.

Withdrawals: You may withdraw up to a total of \$510 (or your available balance if it is less than such amount) from an ATM each day. At merchants who accept MASTERCARD you may pay for purchases totaling up to \$3,000 (or your available balance if it is less than such amount) each day. Any purchase or cash withdrawal may be subject to authorization by us or by a MASTERCARD authorization center and no authorization will be given if the amount of all outstanding purchases and cash withdrawal will exceed your available balance. Terminals or terminal operators may have other limits on the amounts or frequency of cash withdrawal. If the EFT Terminal is “off-line” you may not be able to withdraw cash or make purchases.

Use of ATM Card. You may use your card and PIN to:

- a.) Withdraw cash from your account.
- b.) Make deposits to your account.
- c.) Transfer funds between your checking and savings account.

Limitations on Your ATM Card Transactions.

Withdrawals: You may withdraw up to a total of \$510 (or your available balance if it is less than such amount) from an ATM each day. Terminals or terminal operators may have other limits on the amounts or frequency of cash withdrawal. If the EFT Terminal is “off-line” you may not be able to withdraw cash.

Authorization to Debit or Credit Account. Each time your card is properly used, you authorize FCCU to debit or credit your account (whichever is appropriate) for the total amount shown on any sales draft withdrawal order or credit voucher originated by use of the card, whether or not signed by you, and FCCU is permitted to handle such sales drafts, orders and vouchers in the same way it

handles your authorized checks drawn on your account.

Deposits. Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. At that time you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

Fees and Charges. Refer to the Fort Community Charges and Fee schedule. There may be an additional charge for using selected ATMs owned by another Financial Institution. Any charge will be disclosed to you at the ATM and will appear on your statement as part of your transaction.

Account Information. We will disclose information to third parties about your account or the transfer you make: where it is necessary for completing the transfer; in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; in order to comply with government agency or court orders, or if you give us your written permission.

Transaction Receipts. You will get a receipt at the time you make any transfers to or from your account using an ATM terminal, Point-of-Sales terminal, or make purchases using your MasterCard Debit Card.

Right to Stop Payment. You are not permitted to stop payment on any purchase or cash withdrawal originated by use of the card, and we have no obligation to honor any such stop payment request by you. If you authorize a merchant to make regular payments out of your account using the card, we must close the card in order to stop the payments from occurring.

Our Liability of Failure to Make Transfer. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable for instance: (a) If through no fault of ours, you do not have enough money in your account to make the transfer, (b) If the automated teller machine where you are making the transfer does not have enough cash; (c) If the EFT Terminal or processing system was not working properly and you knew about the breakdown when you started the transfer; (d) If circumstances beyond our control

(such as fire or flood) prevent the transfer, despite reasonable precautions we have taken; (e) If the funds in your account are subject to legal process or other encumbrance restricting the transfer; (f) If your PIN, or ATM/Debit card is reported lost or stolen; or (g) If we are holding uncollected funds in your account and the transfer would require the use of those funds. There may be other exceptions stated in our account agreement with you.

Your Liability. If you furnish the Card to another person, you shall be deemed to have authorized all transactions which may be accomplished by the Card until you have given actual notice to Fort Community Credit Union that further transactions are unauthorized.

You shall immediately notify Fort Community Credit Union of any loss, theft, disappearance or known suspected unauthorized use of the card by telephoning us at:

**Business Hours 920-563-7305
After Hours 800-264-5578**

For MasterCard Debit Card purchase transactions, if your Card has been lost or stolen you will not be liable for any losses unless you were grossly negligent or fraudulent in handling your MasterCard Debit Card. In the event of unauthorized use, you must provide us with a written statement regarding your claim or unauthorized MasterCard Debit Card use.

For all other Card transactions, including ATM transactions, if you tell us with 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 day after you learn that your card has been lost or stolen or that there has been unauthorized use of 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.

If your statement shows transfers that you did not make tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe that someone has transferred or may transfer money from your account without your permission, call: **920-563-7305** or write to **Fort Community Credit Union, PO Box 160, Fort Atkinson WI 53538-0160.**

Our Business Days. Our business days are Monday through Friday from 8:00 A.M. To 5:00 P.M. Holidays are not included.

In case of Errors or Questions about your Electronic Funds Transfers.

**Call us at 920-563-7305
Or Write Us at
Fort Community Credit Union
PO Box 160
Fort Atkinson, WI 53538-0160**

Notify us immediately if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared.

- 1.) Tell us your name and account number (if any).
- 2.) Describe the error or the transfer you think is incorrect, and clearly explain why you believe it is an error or why you need more information.
- 3.) Tell us the dollar amount of the suspected error and, if possible, the date it appeared on your statement.
- 4.) It will be helpful to us if you also give us a telephone number at which you can be reached in case we need any further information.

If you notify us orally, we have the right to require you to send us your complaint in writing within ten (10) business days following the date you notified us.

We will report to you the results of our investigation within ten (10) business days following the date you

notified us and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or questions. If we decide to do this, we will credit your account within ten (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 the error you assert is an unauthorized MasterCard transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) business days. If we ask you to put your complaint in writing and we do not receive it within ten (10) business days, we may not credit you 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.

Modification of This Statement; Termination. The terms of this Statement may be changed by us from time to time by notice from us to you. We may also revoke your right to use your ATM/Debit Card at any time. You agree to pay us for any cash withdrawals, services charges, or other items that remain unpaid at the time this agreement is for any reason terminated.

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