



# **VISA Debit Card**



## **Agreement & Disclosure**



Credit Union *of*  
Southern California

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# VISA<sup>®</sup> DEBIT CARD AGREEMENT

In this Visa Agreement and Disclosure statement (agreement), the words “you” and “your” refer to Members and account owners; “us,” “we,” “our,” and “credit union,” mean Credit Union of Southern California; “card(s)” means the Visa Debit Card and any duplicates, replacements, renewals, or substitutions we issue to you; “account” means the account designated for your card; “personal identification number” (“PIN”) means the access code required to access your account; “transaction” means use of the 16-digit account number on the card; “Automated Teller Machine” (“ATM”) means non-manned cash dispensing terminal; “Point of Sale” (“POS”) means keypad used to enter PIN. This agreement takes the place of all prior agreements and disclosures governing the use of the card. By requesting, signing, retaining, using, or allowing others to use your card or know your PIN, you and the other person(s) are agreeing to be bound by the terms and conditions of this agreement.

## **ISSUANCE OF CARD**

“Debit Card” means the Credit Union of Southern California Visa Debit Card and any duplicates, renewals, or substitutions the Credit Union issues to you; “Account” means the account designated on the application for your Debit Card.

## **OWNERSHIP OF CARDS**

All cards are nontransferable and belong to the credit union. You agree to surrender it to us promptly upon demand. We may restrict your ability to make ATM withdrawals or deposits, revoke, cancel, modify or restrict the card at any time without prior notice or liability.

## **PERSONAL IDENTIFICATION NUMBER**

The Credit Union will allow you to select your Personal Identification Number (PIN) by phone. The Credit Union will only send a PIN by mail upon request. Your Personal Identification Number (PIN) must be used with the Debit Card for transactions that require the use of a PIN. This number should be memorized and should never be written on your Debit Card or where it can be accessible by others. If a PIN was mailed to you, it should be memorized and you should destroy the notice disclosing your PIN in a secure manner. If you forgot, misplace or otherwise disclose your PIN, you may notify the credit union and we will issue you a new one or provide you with the phone number to call and select a new PIN.

## **RENEWAL OF DEBIT CARD**

For your protection, your card is issued with an expiration date. If your card and account are active and in good standing upon card expiration, we will issue you a renewal card.

## **CONFIDENTIALITY OF PERSONAL IDENTIFICATION NUMBER (PIN)**

You agree to hold your Personal Identification Number (PIN) in strict confidence and agree to notify us immediately if your PIN and/or card are lost or stolen. As a precaution, you should, 1) memorize your PIN, 2) never write your PIN down, 3) never let anyone use your card, and 4) never let anyone watch you use your card and/or PIN.

## **BUSINESS DAYS**

Our business days are Monday through Friday, excluding holidays. If you have any questions about any service, or require additional information you may contact us by telephoning (562) 698-8326 or toll free at (866) 287-6225.

Telephoning us is the best way to get your questions answered or to get problems resolved. If you cannot call, please inform us by writing to us at Credit Union of Southern California, P.O. Box 200, Whittier, CA 90608-0200, or e-mail us at [info@cusocal.org](mailto:info@cusocal.org).

## **RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS**

You will get a monthly account statement reflecting all of your transactions unless there is no activity in a particular month. In any case you will get the statement at least quarterly. Depending on the terminal, or if the transaction is \$15 or less, you may receive a receipt at the time you make a transaction at a terminal. If you do receive a receipt, retain the receipt to compare with your monthly statement from the Credit Union.

## **RESPONSIBILITY FOR TRANSACTIONS**

You are responsible for all transactions you make with the Card or that you authorize another person to make with the Debit Card. You understand that if you disclose your Debit Card PIN to anyone, they will have access to all accounts identified by your account number. If the Account is a joint account, all transactions involving the Account are binding on all Account holders.

## **MERCHANT DISPUTES**

For POS transactions directly accessing a line of credit, the credit union is not responsible for the refusal of any merchant or financial institution to honor the Debit Card. The credit union is subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the Debit Card if you have made a good faith attempt but have been unable to obtain satisfaction from the merchant or service provider and (a) your purchase was made in response to an advertisement the credit union sent or participated in sending to you or (b) your purchase cost more than \$50 and was made in your state or within 100 miles of your home.

## **EFFECT OF AGREEMENT**

Even though the sales, cash advance, or other slips that you sign or receive when using the Card or the Account number on the Card may contain different terms, this Agreement is the Agreement that applies to all transactions involving the Card.

## **CHARGES**

In order to obtain the electronic services listed, you must open and maintain a Regular Savings. A Checking Account must be maintained to have POS and/or Debit Card access. All charges associated with our electronic fund transactions are disclosed in our Schedule of Fees which accompanies this Disclosure and Agreement.

## **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

We will disclose information to third parties about your account or the transfers you make:

- a) when it is necessary to complete the transaction;
- b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- c) in order to comply with government agency or court orders or other legal process;
- d) if you give us your prior oral and written permission; or
- e) in order to provide awards and services provided by, or in conjunction with Visa U.S.A., and its respective contractors.

## **ADDRESS CHANGE**

You agree to keep us informed of your current address. All address changes are to be submitted in writing. If you have elected to receive statements electronically, it is also your responsibility to keep the Credit Union informed of your current email address.

## **AMENDMENTS**

The Credit Union may change the terms and conditions of this Agreement from time to time by mailing written notice to your address as it appears on our records. If any change results in greater cost or liability to you or decreases access to your Accounts, you will be given at least twenty-one (21) days prior notice of the change. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of the system and/or the security of Debit Cards, or designated accounts.

## **TERMINATION**

You may terminate this Agreement with us at any time. The Credit Union reserves the right to terminate this Agreement and/or your use of your Debit Card, CU Online, Mobile Banking, Bill Payer, or PIN with or without cause. We may do so immediately if:

- a) you or any authorized user of your Debit Card, CU Online, Mobile Banking, Bill Payer, PIN, or account breaches this or any other agreement with the Credit Union;
- b) we have reason to believe that there has been, or might be, an unauthorized use of your Debit Card, CU Online, Mobile Banking, Bill Payer, PIN, or account; or
- c) you or any authorized user of your Debit Card, CU Online, Mobile Banking, Bill Payer, PIN, or account request that we do so.

## **COLLECTION COSTS**

You agree that the Credit Union shall be entitled to recover any money owed by you as a result of your authorized use of your Debit Cards and you agree to repay any amounts which create an overdrawn balance immediately upon demand. The Credit Union has a security interest in your present and future accounts and has the right to apply such accounts to any money you owe. If any legal action is required to collect any money you owe, you agree to pay all costs of collection, including reasonable attorneys fees and other charges incurred.

## **ATTORNEYS' FEES**

You agree to pay the Credit Union all of our costs and reasonable attorneys' fees, including all collection costs, litigation costs, skip-tracing fees, and outside services fees incurred while we are enforcing our rights under this Agreement.

### **ADDITIONAL BENEFITS/CARD ENHANCEMENTS**

The Credit Union may from time to time offer additional services to your Account. Some may be at no additional cost to you and others may involve a specified fee. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

### **WAIVER OF RIGHTS**

The Credit Union can delay enforcing any of the provisions under this Agreement or the law any number of times without losing its right to enforce them at a later date.

### **OTHER AGREEMENTS**

Except as stated otherwise in the Agreement, this Agreement does not alter or amend any of the terms or conditions of any other agreement you may have with the Credit Union.

### **SEVERABILITY**

If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

### **OVERDRAFTS**

You promise to pay the Credit Union immediately upon demand for any negative (overdraft) balance arising in your Account, unless you have available overdraft privileges. If you do not have overdraft privileges, the Credit Union may deduct the amount of any overdraft on your Account from any other account you have with the Credit Union, except an Individual Retirement Account.

### **REFUSAL TO HONOR CARD**

The Credit Union is not liable for the refusal or inability of any electronic terminal to honor the Card or to complete a withdrawal from your Account, or for their retention of the Card. The Credit Union is also not responsible for the refusal of any merchant or financial institution to honor the Card or for their retention of the Card.

### **FOREIGN TRANSACTIONS**

**Foreign Transactions in Foreign Currency-** Purchases and cash advances made in foreign currencies will be billed to you in U.S. dollars. Transactions processed outside of the United States, or in a foreign currency may be charged a foreign transaction fee, regardless of whether there is a currency conversion associated with the transaction. Foreign transactions include transactions initiated in the U.S. authorizing access to a debit card, credit card or deposit account number using a telephone, computer or mobile device application but with a merchant who processes the transaction in a foreign country. The conversion rate in dollars will be 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 itself receives, or the government-mandated rate in effect for the applicable Central Processing Date in each instance, plus a one percentage point (1%) fee charged by the Issuer.

**Foreign Transactions in U.S. Currency-** Purchases and cash advances made in foreign countries will be billed to you in U.S. dollars. Transactions processed outside of the United States, in U.S. dollars, may be charged a foreign transaction fee of point eight percent (.8%), regardless of whether there is a currency conversion associated with the transaction.

Foreign transactions include transactions initiated in the U.S. authorizing access to a debit card, credit card or deposit account number using a telephone, computer or mobile device application but with a merchant who processes the transaction in a foreign country.

### **MERCHANT TRANSACTION AGREEMENTS**

If you use your Visa Debit Card for travel reservations and you cancel, you must follow the cancellation policy and retain the cancellation number. You will be liable for improperly cancelled reservations, or if you are unable to provide a valid cancellation number.

If you have authorized your account to be charged at continuing intervals, you must notify the merchant when you want the charges to stop. If any dispute arises with a merchant that you seek our assistance in resolving, you will provide the information and assistance we request. Otherwise, you will be responsible for any resulting loss we have unless we are prohibited by applicable law from holding you liable.

**IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND DISCLOSURE, DESTROY YOUR DEBIT CARD(S) IMMEDIATELY BY CUTTING IT/THEM IN HALF AND RETURNING TO THE CREDIT UNION.**

## **WHO IS BOUND BY THE AGREEMENT**

Each person who requests, signs or uses any card agrees to be bound by the terms and conditions of this Agreement. If more than one person signs the application, all signers are jointly and severally liable. The Credit Union can waive or delay enforcement of its rights as to one signer without affecting its ability to enforce its rights as to the other signers. The Agreement is also binding upon your heirs, personal representatives and successors.

## **SIGNATURES**

By using your access to the system, or authorizing anyone else to use your access to the system, you agree to be bound by the terms and conditions of this Agreement and Disclosure.

## **CONSUMER REPORTS**

The Credit Union makes credit available to its members on a regular basis. The Applicant(s)/Account Holder(s) of the account authorizes the Credit Union to obtain consumer reports in connection with credit and business transactions involving the Applicant(s)/Account Holder(s), including but not limited to applying for membership, the opening of a share or share/draft account or the issuance of an Debit card, or other service provided by the Credit Union, and the Applicant(s)/Account Holder(s) of the account authorize any person, association, or corporation to furnish on request of this Credit Union, information concerning the affairs of the Applicant(s)/Account Holder(s). The Applicant(s)/Account Holder(s) also authorizes the Credit Union to furnish information concerning the account to consumer reporting agencies.

## **ACCESS CARDS**

All Visa Debit Cards are nontransferable and belong to the Credit Union. The Credit Union may cancel, modify and restrict the use of any Debit Card upon proper notice or without notice if your account is overdrawn or where necessary to maintain or restore the security of accounts on the ATM system.

## **ATM SAFETY**

An ATM provides a quick and convenient way to access your money. However, use caution and remember the following safety tips whenever you use an ATM:

- Be aware of the surroundings, particularly at night.
- Look for well-lighted ATM's when transacting at night.
- If you notice anything suspicious when approaching the ATM, return later or use another ATM.
- Have your transaction ready before you go to the ATM. When you can, fill out any deposit or withdrawal slips/ envelopes before leaving your vehicle.
- Have your Debit Card ready, to avoid going through your purse or searching through the contents of your wallet at the ATM site.
- If you notice anything suspicious while you are transacting business, immediately stop your transaction, put your Debit Card away and leave.
- Consider having another person accompany you to the ATM.
- Immediately report all crimes to the ATM operator and to local law enforcement officials.
- Stand close to the ATM and away from others in line to avoid detection of your PIN or other account information.
- Put your cash away as soon as the transaction is complete; count the cash later in the safety of your vehicle or home.
- Never give information to strangers at the ATM or to anyone over the phone. Be aware of fraud or people who pose as Credit Union employees who try to get information from you. This information should only be discussed in person by you at the Credit Union.
- Remember to keep your PIN a secret. Make sure not to write it on your Debit Card or anywhere else in your wallet; thieves can easily figure out the reason for "hidden" or "secret" numbers.

## **LIMITATIONS ON DOLLAR AMOUNTS AND FREQUENCY OF TRANSACTIONS**

The following daily (24-hour period) limits apply to cash withdrawals and purchases you make with your card to the extent you have such funds available:

- ATM cash withdrawals up to \$1,000;
- POS transactions up to \$2,500;
- Visa branded transactions up to \$10,000.

Various institutions which participate in networks of which the Credit Union is a member may have withdrawal limits different from the amount set forth herein. In the event that a specific ATM is so limited, you may not be able to withdraw more than the cash limit of that particular ATM.

## **DEBIT CARD TRANSACTIONS AVAILABLE**

You may use the Debit Card and PIN to:

- Withdraw cash from your share/savings or share draft/checking account at ATM's, merchants, or financial institutions that accept Debit Cards;
- Transfer funds between your share/savings or share draft/checking account and another account you have with the Credit Union; and
- Make deposits to one of your share/savings or share draft/checking account at the Credit Union.

You may use the Debit Card without the PIN to:

- Purchase goods or services at places that accept Visa Debit Cards (these are point of sale or POS transactions).
- Order goods or services by mail, telephone or online from places that accept Debit Check Cards;
- Order goods or services without a PIN by mail, online, or telephone at merchants who offer the payment transactions processed through the STAR, PULSE, CO-OP, ACCEL/Exchange or any other Debit Card network; and
- Make automatic payments from your Account to pay bills or other charges, provided that the person or organization that you are paying agrees to accept payments this way.

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

Use of the Debit Card, the Account number on the Card, the PIN or any combination of the three for payments, purchases, or to obtain cash from merchants, financial institutions or others who honor Visa Debit Cards is an order by you for the withdrawal of the amount of the Transaction from your Account. Each Transaction with the Card will be charged to your Account on the date the Debit Card Transaction is posted to your Account. When the Credit Union receives notification of a Debit Card transaction, it will put a hold on an equivalent amount of funds in your share draft/checking account for three (3) days.

All Debit Card transactions covered by this Agreement are subject to the terms and conditions of your Account agreements with us governing the affected Accounts, except as modified by this Agreement. Any future changes to your Account agreements may affect the use of the card.

## **ATM FEES**

When you use an ATM not owned by the Credit Union, you may be charged a fee by the ATM operator and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. A fee will not be imposed for use of a Debit Card issued by the Credit Union for use of an electronic terminal operated by the Credit Union.

## **ILLEGAL USE OF VISA® DEBIT CARD**

You agree that your Visa Debit Card Account will not be used to make or facilitate any transaction(s) that are or might be construed to be illegal pursuant to applicable law, rule or ordinance, including but not limited to gambling. Said use, including any such authorized use, will constitute an event of default under this Agreement. You agree that the Credit Union has no liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s). You agree that you are responsible for repayment of any and all debts incurred for these transactions. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

## **HOW TO NOTIFY THE CREDIT UNION IN THE EVENT OF AN UNAUTHORIZED TRANSACTIONS**

If you believe your Debit Card, or PIN has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call us anytime at (888) 698-7241, or during business hours at (562) 698-8326 or toll free at 866-287-6225. You can also write to us at P.O. Box 200, Whittier, CA 90608-0200, or e-mail us at [info@cusocal.org](mailto:info@cusocal.org). You should also call one of the numbers or write to us at an address listed above if you believe a transfer has been made using information from your check without your permission.

## **RESPONSIBILITY FOR TRANSACTIONS**

Any person who is requesting, signing or using a card, you authorize to receive a card, or you permit to use your card, will be able to withdraw money from your account, make purchases, and request advances under any credit line you have now or in the future. The credit union refers to such person as an authorized user and you agree that an authorized user may withdraw funds from your account, make purchases, and request loan advances with the card. You are responsible for all transactions you make, or that you authorize another person to make with the card. If the account is a joint account, all transactions involving the account are binding on all account holders.

You and your authorized user(s) agree to be bound by the terms and conditions of this agreement. If more than one person signs the application, all signers are jointly and severally liable. The credit union can waive, decline or delay enforcement of its rights as to one signer without affecting its ability to enforce its rights as to the other signers. The agreement is also binding upon your heirs, personal representatives, and successors.

While the authorized user(s) have use of the card you may be unable to limit the use of the card even when your authorization to use the card has been revoked, the amount you authorized has been exceeded, or you have asked us to stop usage of the card. You are responsible for the activity of the authorized user(s) and we are not liable for any transactions that are completed by the authorized user that we were unable to stop or return.

#### **YOUR LIABILITY FOR LOST, STOLEN OR UNAUTHORIZED TRANSACTIONS INVOLVING DEBIT CARDS**

Tell us AT ONCE if you believe your Debit Card and/or Personal Identification Number (PIN) has been lost or stolen, or if you believe that an electronic transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit if you have one with us). If you tell us within two (2) business days, you can lose no more than \$50 if someone used your Debit Card or PIN without your permission. If you DO NOT tell us within two (2) business days after you learn of the loss or theft of your Debit Card or PIN, and we can prove that we could have stopped someone from using your Debit Card or PIN without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the close of the 60 days and before notice to us. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you have authorized someone else to use the Debit Card and/or PIN, you are responsible for all transactions that person or persons initiates at any time, even if the amount or transactions exceed what you may have authorized.

#### **SPECIAL NOTICE TO VISA® DEBIT CARDHOLDERS**

If there is an unauthorized use of your Visa Debit Card or a Plus network or Interlink transaction, and the transaction takes place on the Visa network, then your liability will be zero (\$0.00). This provision limiting your liability does not apply to Visa Corporate Card Transactions, Visa Purchasing Card Transactions, Anonymous Visa Prepaid Card Transactions, ATM cash disbursements processed on non-Visa or non-Plus networks, or non-Visa PIN-less debit transactions. Additionally, your liability with respect to unauthorized transactions may be greater than the above zero (\$0.00) liability limit, to the extent allowed under applicable law, if the credit union reasonably determines, based on substantial evidence, that you were negligent or fraudulent in the handling of your account or card. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than 60 days after your statement was mailed to you.

#### **OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS**

If we do not complete a transaction to or from your share or share draft/checking 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, if:

- a) through no fault of ours, you do not have enough money in your account (your available balance) to make the transaction;
- b) the transaction would go over the credit limit on your credit line;
- c) the terminal where you were making the transaction did not have enough cash;
- d) the ATM or network system was not working properly and you were aware of the malfunction when you started the transaction;
- e) circumstances beyond our control (such as fire, flood, power failure, or computer down-time) prevented the transaction, despite reasonable precautions that we have taken;
- f) the money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or agreement restricting a transaction;
- g) your Debit Card has expired, is damaged so that the terminal cannot read the encoding strip, is inactive or because your PIN has been entered incorrectly;
- h) your Debit Card or PIN has been reported lost or stolen and we have blocked the account; or
- i) the failure to complete the transaction is done to protect the integrity of the system or to protect the security of your account.

There may be other exceptions not specifically mentioned above.

#### **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS**

Telephone us at (562) 698-8326, or toll free at (866) 287-6225, or write to us at P.O. Box 200, Whittier, CA 90608-0200, or e-mail us at [info@cusocal.org](mailto:info@cusocal.org) as soon as you can if you think your statement is wrong, or if you need information about a transaction listed on the statement or receipt. We must hear from you no later than 60 days after we send the FIRST statement on which the problem or error appears. When you inquire about transactions on your statement:

- a) tell us your name and account number;

- b) describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information; and
- c) 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 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. (If the error you assert is an unauthorized Visa 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.) If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. 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.

