

# VISA Check Card Program

## Q What is a VISA Check Card?

A Quite simply, it's a card that accesses your share draft (checking) account. It looks like a Visa credit card, but acts like a check. To use a check card, you must first have a share draft account and overdraft protection.

## Q Is a VISA check card easy to use?

A It is not only easy to use, there are no finance charges! You can use it to make purchases at any retail location that accepts VISA. For cash advances, go to any credit union, bank or ATM displaying the VISA logo. The transaction will be handled just like a credit card transaction, but instead of receiving a bill (like you would with a credit card), the money is taken out of your share draft account automatically!

## Q How do I keep track of my transactions?

A Each transaction you make with your Check Card will appear on your monthly share draft statement, giving details on the name and location of the merchants, credit unions, or banks with whom you did business. Be sure to list all transactions in your check register as you make them. You will need this information to balance your account each month.

## Q What happens if my card is lost or stolen?

A Notify the credit union immediately by calling (716) 634-3881. If it is after credit union hours, call (800) 453-4270.

For more information on this new service from the AMHERST FEDERAL CREDIT UNION, call (716) 634-3881 or complete the application form today, and mail today.

### VISA Check Card Application

- \_\_\_ A card that works like a check sounds great! I already have a Share Draft account. Today, I am submitting my application for Overdraft Protection to be included with my Share Draft (Checking) Account. I (we) have read the disclosures and agree to the terms of this agreement.
- \_\_\_ The VISA Check Card sounds great, but I need to open a Share Draft (Checking) Account first. Please send the enrollment forms today. If I choose direct deposit, there will be no monthly acctgnt fee and six free ATM transactions. Today, I am submitting my application for Overdraft Protection to be included with my ShareDraft (Checking) Account. I (we) have read the disclosures and agree to the terms of this agreement. (Please detach the disclosures and retain them for your records.)
- \_\_\_ I'm not ready for the VISA Check Card today. However, I would like to add to my savings at the Credit Union. Please send me payroll deduction information.

Name(s) \_\_\_\_\_

Address \_\_\_\_\_ Zip \_\_\_\_\_

Home Telephone \_\_\_\_\_, Work Telephone \_\_\_\_\_ Date \_\_\_\_\_

**Amherst FCU Application for Line of Credit Overdraft Protection Amount Requested \$2,000**

#### Applicant

NAME (Last, first, initial) \_\_\_\_\_

Soc. Sec. Number \_\_\_\_\_

Present Address \_\_\_\_\_ Own \_\_\_\_\_ Rent \_\_\_\_\_

Mortgage/Rent \$ \_\_\_\_\_ per mo.

Employer: \_\_\_\_\_ Date Employed \_\_\_\_\_

Gross Income: \$ \_\_\_\_\_ per mo.

#### Other Income:

Notice: Alimony, child support or separate maintenance income need not be revealed if you do not choose to have it considered as a basis for repaying this obligation.

Source \_\_\_\_\_ wk \_\_\_\_\_ mo \_\_\_\_\_ yr \$ \_\_\_\_\_ yr

#### Co-Applicant, if joint credit

NAME (Last, first, initial) \_\_\_\_\_

Soc. Sec. Number \_\_\_\_\_

Present Address \_\_\_\_\_ Own \_\_\_\_\_ Rent \_\_\_\_\_

Mortgage/Rent \$ \_\_\_\_\_ per mo.

Employer: \_\_\_\_\_ Date Employed \_\_\_\_\_

Gross Income: \$ \_\_\_\_\_ per mo.

#### Other Income:

Source \_\_\_\_\_ wk \_\_\_\_\_ mo \_\_\_\_\_ yr \$ \_\_\_\_\_ yr

I/We authorize the Credit Union to obtain credit reports in connection with this application.

(Applicant's signature) \_\_\_\_\_ (Date) \_\_\_\_\_

(Co-applicant's signature) \_\_\_\_\_ (Date) \_\_\_\_\_

# 1 Questions And Answers

**Q Is there a dollar limit on my VISA Check Card?**

**A** Yes, you are limited to the available balance in your share draft account plus any overdraft protection you may have. You may also be limited by the ATM authorization limit.

**Q Can I track my account balance and spending anytime?**

**A** Sure. Call Teller-24 at 716/634-2025 anytime to check on current transactions and balances in all your accounts at the Credit Union, or access your account through Home Banking at our website: amhercu.org. (Member must be signed up for home banking)

**Q What are some of the benefits of our VISA Check Card?**

- A**
- \* Reduces share draft cashing.
  - \* Lets you get cash at any financial institutions that accept VISA.
  - \* Make purchases anywhere VISA is accepted.
  - \* No finance charges.
  - \* Listing of all transactions on monthly statement.
  - \* The VISA Check Card is honored worldwide.

**Q Is the VISA Check Card really more convenient than share drafts?**

**A** Yes. Remember the last time you were out of town and tried to cash a check? The Check Card is easy and convenient for you and the merchant. It is also great for mail orders and for guaranteeing reservations.

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## AMHERST FEDERAL CREDIT UNION

### VISA CHECK (DEBIT) CARD AGREEMENT AND DISCLOSURE STATEMENT

In this Agreement and Disclosure Statement ("Agreement"), the words "you" and "your" means each and all of those who agree to be bound by this Agreement; "Card" means the Amherst Federal Credit Union and 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; "Credit Union" means the Credit Union whose name appears on this Agreement or anyone to whom the Credit Union transfers this Agreement; and "Transaction" means use of the Card or the Account number on the Card, and a Personal Identification number or Code ("PIN") when required, to perform a transaction with the Card.

- 1. Issuance of Card.** You have requested the Credit Union to issue a card that can be used to access funds in your Account. The Credit Union will issue you a PIN that must be used with the Card for transactions that require use of a PIN. Do not reveal your PIN number to anyone else or write it where it is available to others.
- 2. Responsibility for Transactions.** You are responsible for all transactions that you or another person you authorize make with the Card. If the Account is a joint account, all transactions involving the Account are binding on all Account holders. Sections 11 and 12 below discuss your responsibility for unauthorized transactions.
- 3. Use of the Card.**  
You may use the Card and PIN to:
  - withdraw cash from your Account at ATMs, merchants, or financial institutions that accept VISA cards.  
You may use the Card without the PIN to:
  - purchase goods or services at places that accept VISA cards (point of sale or POS transactions)
  - make automatic payments from your Account to pay bills or other charges, providing 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 Card, the Account number on the card, the PIN or any combination of the three for payments, purchases, or to get cash from merchants, financial institutions, or others who honor VISA 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 Transaction is posted to your Account. Use of the Card is subject to the terms and conditions of your Account and any future changes to your Account may affect your use of the Card.

- 4. Overdrafts.** You promise to reimburse the Credit Union immediately upon demand for any negative balance 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 or a Term Share Certificate. You understand that if you choose to take advantage of the Overdraft Protection, you will be charged an ANNUAL PERCENTAGE RATE based on the current line of credit rate for the amount of the overdraft. Call the Credit Union for the current rate.

- 5. Limitations on Dollar Amounts and Frequency of Transactions.**

The maximum number of transactions per day is ten (10). You may make withdrawals up to the amount in your Share Draft account, plus any available balance on your Line of Credit, but may be limited by the ATM authorization limit.

- 6. FEES AND CHARGES.** There will be a maximum of two free cards for each account. If a card is lost or destroyed, there will be a \$5 replacement fee. There will be a \$1 charge for each ATM use. Members having direct deposit of full net payroll will receive six (6) free ATM transactions each month. Thereafter, the \$1 fee will apply. There is no limit on the number of POS (Point of Sale) transactions. If you overdraw your account and exhausted your Line of Credit, a \$25 non sufficient funds fee will be imposed. If your card is blocked and you attempt to use it resulting in the merchant retaining the card, you will be charged the recovery fee of \$65 - \$100. If you would like to obtain your card on an expedited basis, a \$20 "walk-through" fee will be assessed. The amount of any charge(s) will be deducted from your account. Any charges disclosed on the Share Draft disclosure, not mentioned here are also in effect. Some locations place a surcharge on ATM transactions.
- 7. Documentation of Transactions.** A receipt is available at the time you make a transaction at an ATM or POS terminal. Be sure to verify all transactions with your statement. If you have arranged to have direct deposits made to your account at least once every 60 days from the same company or person, you can call us at (716) 634-3881 to find out whether or not the deposit has been made. You will receive a monthly account statement showing all transactions made with the Card.
- 8. Business Days.** The business days and hours of the Credit Union are:

Monday - Tuesday - Wednesday - Friday	9:00 am to 4:30 pm
Thursday	9:00 am to 6:00 pm
Saturday	9:00 am to Noon
- 9. Refusal to Honor Card.** The Credit Union is not liable for the refusal or inability of any electronic terminal, merchant, or financial institution, to honor the Card or to complete a withdrawal from your Account, or for their retention of the Card.
- 10. Disclosure of Account Information to Third Parties.** The Credit Union will disclose information to third parties about your Account or the Transactions you make:
  - when it is necessary for completing transactions; or
  - in order to verify the existence and condition of your Account for a third party such as a credit bureau or merchant; or
  - in order to comply with government agency or court orders, or
  - if you give us your written permission.

**11. Liability for Unauthorized Transactions.** Tell the Credit Union AT ONCE if you believe your Card has been lost or stolen. Telephoning is the best way of keeping your possible losses down. If you tell the Credit Union within two (2) business days, you will not be liable for more than \$50 if someone used your Card without permission.

If you do NOT tell the Credit Union within two (2) business days after you learn of the loss or theft of your Card, you could be liable for as much as \$500.

Also, if your statement shows transactions that you did not make, tell the Credit Union at once. If you do not tell the Credit Union within sixty (60) business days after the statement was mailed to you, you may not get back any money.

**12. How to Notify the Credit Union in the Event of an Unauthorized Transaction or Lost Card.** If you believe the Card or PIN has been lost or stolen or that someone has or may have transacted business on your Account without your permission, call the Credit Union at (716) 634-3881, fax the Credit Union at (716) 634-1272, or write the Credit Union at 6470 Main St., Ste 5, Amherst, NY 14221-5899. You may also call the 24 hour number 1-800-453-4270.

**13. Right to Stop Pre-Authorized Payments and Procedure for Doing So.** If you have arranged in advance to have regular payments made from your Account, you can stop any of these payments. Call the Credit Union at (716) 634-3881, fax the Credit Union at (716) 634-1272, or write the Credit Union at 6470 Main St., Ste. 5, Amherst, NY 14221-5899. You must notify the Credit Union at least three (3) business days or more before the payment is scheduled to be made. If you call, we must receive your request in writing within 14 days after your call.

**14. Liability for Failure to Stop Payment of Preauthorized Transfer.** If you order the Credit Union to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**15. Notices of varying amounts.** If the preauthorized payments may vary in amount, the person you are going to pay will 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.

**16. Liability for Failure to Make Transfers.** If the Credit Union does not complete a transfer to or from your Account on time or in the correct amount according to the Credit Union's Agreement with you, the Credit Union will be liable for your losses or damages. However, there are some exceptions. The Credit Union will NOT be liable, for instance -

- If, through no fault of the Credit Union, there is not enough money in your Account to make the transfer.
- If you have overdraft protection with the Credit Union and the Transaction would exceed your overdraft protection limit.
- If the ATM machine where you are making the withdrawal does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transaction.

- If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
- If your account is subject to legal process or claim.
- If you use a damaged or expired access device or an access device that has been reported lost or stolen.
- If the Credit Union believes that something is wrong, for example, that your card has been stolen.

For Pre-authorized transfers, if through no fault of the Credit Union, the payment information for Pre-authorized transfers are not received.

**17. Rules of Account.** All transactions covered by this agreement are subject to all rules and agreements that govern the account(s) being debited or credited in connection with a transaction, except as modified by this 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 sole Agreement that applies to all transactions involving the Card.

**18. Foreign Transactions.** Card withdrawals made in foreign countries and foreign currencies will be charged to the Share Draft Account in U.S. dollars. The conversion rate to dollars will be made in accordance with the operating regulations for international transactions established by VISA International, Inc. through whose facilities Card Withdrawals are handled.

**19. 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.

**20. Change in Terms.** The Credit Union may change this Agreement from time to time by giving you written notice. 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.

**21. Termination of Account.** The Credit Union reserves the right to cancel your card at any time. You also may cancel your Card at any time. The Card remains the property of the Credit Union. If either, you or the Credit Union cancels your Card, you agree to return the Card to the Credit Union or destroy it upon the Credit Union's request.

**22. No Waiver.** The Credit Union can delay enforcing any of its rights under the Agreement and the law any number of times without losing them.

**23. Statements and Notices.** Statements and notices will be mailed to you at the most recent address you have given the Credit Union. Notice sent to any one of you will be considered notice to all.

**24. General.** To the extent permitted by law, you agree to pay reasonable costs, including attorney's fees in the event the Credit Union sues you to enforce this Agreement. This Agreement is binding upon your heirs, personal representatives and successors and if more than one, jointly and severally.

**25. Signatures.** By signing in the Signature area of the application that was attached to this Agreement when you received it, you agree to the terms of this Agreement. You should detach this Agreement from the application and retain the Agreement for your records.

## BILLING RIGHTS SUMMARY

### In Case of Errors or Questions About Your Electronic Transfers

Telephone us at (716) 634-3881 or write us at 6470 Main Street, Suite 5, Amherst, NY 14221, as soon as you can, 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 60 days after we sent 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 are unsure about, and explain as clearly, as you can why you believe it is an error or why you need more information.
- (3) 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 10 business days.

We will tell you the results 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 recredit 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 recredit 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.

## NOTICE TO BUYER

1. Do not sign the check card overdraft protection application until you have read this agreement or if it contains blank spaces. By signing the application, you, as the buyer, agree to the terms of this agreement.
2. You are entitled to a completely filled-in copy of this agreement.
3. You may at any time pay your total indebtedness under this agreement.