

# *disclosures and agreements*

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**UNFCU<sup>®</sup>**



# *disclosures and agreements*

**Welcome to the United Nations  
Federal Credit Union (UNFCU).**

Please read this document carefully  
for information regarding our products  
and services.

## Membership Agreement

The following terms are applicable to all of your UNFCU savings and checking accounts. These terms are subject to change, subject to written notice to you if required by law. The words "you" and "your" mean each person signing the membership application/signature card including anyone who has access to the account(s). The words "we", "our", and "us" mean UNFCU. The word "Agreement" means this *Disclosures and Agreements* brochure and Fees and Service Charges, which is incorporated by reference into the Agreement and is subject to change. The Agreement is subject to change without notice to you, except as otherwise provided by law.

- a. **Dormant accounts.** Accounts on which no transaction activity has taken place for 24 consecutive months will be subject to a nonrefundable, monthly dormancy fee. View the 'Fees and Service Charges' on [www.unfcu.org](http://www.unfcu.org). Note that the posting of dividends to your account does not qualify as a transaction. You can avoid this fee by performing a deposit or withdrawal transaction at least once every year to avoid the possibility of account dormancy. If your account(s) remains dormant for a total of 36 months and must be escheated to New York State, an escheatment fee will be deducted from all dormant checking, savings, money market, share, club and IRA accounts prior to being escheated. This is a nonrefundable fee charged in the normal course of business for the current fee. In accordance with the Annual Agreement of United Nations Staff Recreation Council (UNSRC), club accounts authorized by UNSRC will be closed if they become dormant and the funds will be transferred to a UNSRC account.
- b. **Current address.** You agree to keep us informed of any change in your address. You understand that if you fail to maintain a current address we may charge your account a locator fee paid to obtain a current mailing address. If your account is a joint account, notice from us to any one of you, whether such notice is by mail to the address maintained with us for the account or otherwise, shall constitute notice to all persons having any interest in the account. We will retain any mail returned to us as undeliverable for a period of 60 days and may after that time destroy such mail.
- c. **Powers of attorney.** You understand that for any reason, UNFCU has the right to refuse acceptance of a power of attorney executed by you, except as otherwise provided by law. We may require an affidavit from the agent stating that the power of attorney presented to us is a true copy and that, to the best of the agent's knowledge, the principal is alive and that the relevant powers of the agent have not been altered or terminated. UNFCU requires the completion of UNFCU's power of attorney form or a standard New York short-form statutory durable power of attorney. Any power of attorney must be notarized before a US notary or consular authority, or otherwise authenticated with an apostille in accordance with the Hague Convention.
- d. **Periodic statements.** Unless you notify UNFCU to the contrary, you will be presumed to have received your periodic account

statement(s) or a notice that your statement is available. All statements and notices must be examined by you promptly upon receipt. You must notify us of any account problem, including an erroneous statement, within 33 days of the date we mail or make your statement available to you. Notwithstanding these limitations, longer periods may apply under applicable law if you are a consumer and your claim involves an electronic fund transfer. Your statement shall be deemed given when deposited in the mail by us or when you are notified of its availability online by e-mail. If any of your UNFCU accounts or loans is not in good standing or is considered dormant or if mail sent to you was returned to us as undeliverable, UNFCU may suspend the delivery of statements without further notice to you, unless otherwise required by applicable law. If your statement delivery is suspended as stated above, you will still be deemed to have received your statement at the same time as the membership-at-large. You **MUST** contact us promptly to have statements reinstated and you agree that you waive any rights and claims arising out of not receiving a statement if you do not notify us within 60 days of the statement being mailed to the membership-at-large. Members who receive paper statements and are enrolled in online banking will be assessed a fee.

- e. **Right of offset.** If you or any joint account owner owes us money for any reason (e.g. on a loan or on checks not yet paid), we have the right to withhold that amount from your account before we allow you or any other owner to withdraw any money. Each owner consents to the application of the full amount on deposit, or any portion thereof to the payment of any indebtedness to us on the part of any owner, irrespective of the amount of each owner's contribution to the account. If you are delinquent on any loan, you may not withdraw any shares below the amount of your loan balance.
- f. **Membership termination.** Your membership may terminate upon withdrawal of all funds in your account(s).
- g. **Checks.** Unless otherwise agreed, UNFCU is under no obligation to pay a check on which the date is more than six months old. Except as otherwise provided by law, UNFCU is not liable for any action it takes regarding the payment or nonpayment of a check. All non-cash payments received on funds in your UNFCU account(s) will be credited subject to final payment.
- h. **Overdrafts.** An overdraft occurs when you do not have enough funds in your account to cover a transaction. You agree not to write, or authorize anyone else to write a check or make a withdrawal, debit card purchase or electronic fund transfer that would overdraw your account(s). If an overdraft occurs, you will have to promptly pay the full amount overdrawn. UNFCU may pay the amount of any overdraft, but reserves the right not to pay the amount of the overdraft at its discretion, even if it has paid overdrafts in the past. For example, UNFCU typically does not pay an overdraft if your account is not in good standing, if you are not making regular deposits, or if there have been too many overdrafts performed on your account. UNFCU may cancel your debit card if you abuse your account privileges. Overdrawing your

account more than two times is one example of abusing your account privileges. If you have a checking line of credit (LOC), you may overdraw your checking account. However, UNFCU does not have to permit or cover any overdraft that exceeds your approved LOC limit. Please refer to the UNFCU Checking LOC Agreement and Disclosure for information regarding your rights and responsibilities as an LOC user.

- i. **Beneficiary designation.** By designating a beneficiary for any current and future accounts opened under your member number, you are designating a transfer on death beneficiary(ies) and your designation will be governed by New York State law. Your designated beneficiary(ies) will receive in equal parts all monies held in your UNFCU accounts upon your death (following any set-offs or deductions made by UNFCU), or the death of the last surviving account holder in the case of a joint account. To change the designation of the beneficiary(ies) at any time, you and any person listed as a joint account holder on your account(s) must complete a UNFCU Totten Trust Form.
- j. **Account restrictions and governing law.** UNFCU is a not-for-profit financial cooperative established under, and fully subject to the applicable laws and regulations of the United States, including but not limited to, laws and regulations applicable to federal credit unions, applicable laws of the State of New York (excluding its conflicts of law provisions), and laws and regulations governing US economic sanctions toward various countries. The operation of accounts for account holders in countries subject to US economic sanctions is regulated by the US Treasury Department. These sanctions, laws and regulations, among other things, prohibit and restrict account services and transactions. They are subject to change without notice. Please visit our website at [www.unfcu.org](http://www.unfcu.org) for a current listing of countries subject to US economic sanctions to determine how they may pertain to your account(s) at UNFCU. You agree that you will bring any and all actions or claims against UNFCU in connection with fraud on your checking and/or savings account(s) within one year of when you discover or should have discovered the fraud, unless otherwise prohibited by applicable law.

### ***Joint Account Agreement***

If this account is opened or otherwise noted as a joint account, it is a joint account with right of survivorship and UNFCU is authorized to recognize any one of the signatures subscribed hereto in the payment of funds or the transaction of any business for this account. The joint owners of this account hereby agree with each other and with UNFCU that all sums now paid or heretofore or hereafter paid on shares, by any or both joint owners to their credit as such joint owners, with all accumulations thereon, are and shall be owned by them jointly, and be subject to the withdrawal or receipt of either one of them and payment to either one of them or the survivor(s) or the estate(s) of the deceased joint owner(s) shall be valid and discharge UNFCU from any liability for

such payment. Both account holders consent to the application of the full or partial amount on deposit to the payment of any indebtedness to UNFCU on the part of either account holder, irrespective of each account holder's contribution to the account. UNFCU may use the funds to satisfy a debt or judgment of any account holder if ordered to do so by a court of law. The account holders understand that UNFCU will not recognize any claims of the deceased depositor's estate or any provisions of the deceased depositor's will.

## ***Savings, IRA Savings, Club\*, Start Smart, and Checking Account Disclosures***

### **Rate information**

The dividend rate and the Annual Percentage Yield (APY) are subject to change. You may look up current rate information on our website at [www.unfcu.org](http://www.unfcu.org) or by speaking with a member service representative.

### **Compounding and crediting**

Dividends will be compounded daily and will be credited monthly. For this account type, the dividend period is monthly; for example, the beginning date of the first dividend period of the calendar year is 1 January and the ending date of such dividend period is 31 January. All other dividend periods follow this same pattern of dates. The dividend declaration date is the ending date of a dividend period, and for the example above is 31 January. If you close your account before dividends are credited, you will receive accrued dividends using the dividend rate declared for the month prior to account closure.

### **Minimum balance requirements**

The minimum balance to open an account, avoid the imposition of a service charge, and obtain the disclosed APY (if applicable) is as follows:

- Membership savings account - the purchase of a \$50.00 par value share in UNFCU
- Checking, IRA savings, Start Smart, and club account – no minimum balance; must maintain at least one par value share at all times

### **Balance computation method**

Dividends are calculated by the daily balance method which applies a daily periodic rate to the principal in your account each day.

### **Accrual of dividends**

Dividends will begin to accrue on the business day that you deposit non-cash items (e.g. checks) to your account.

## **Fees and service charges**

Fees and service charges are assessed against your account in accordance with the UNFCU 'Fees and Service Charges' which may be amended from time to time.

## **Transaction limitations**

During any statement period, your savings accounts are limited to six transfers or withdrawals as per federal regulation. If you exceed these transfer limits in any statement period, your account may be subject to closure or to a fee, in accordance with the UNFCU 'Fees and Service Charges'.

## **Nature of dividends**

Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

## **Bylaw requirements**

A member who fails to purchase one share within two months of his/her admission to membership, or within two months from the increase in the par value in shares, or a member who reduces his/her share balance below the par value of one share and does not increase the balance to at least the par value of one share within two months of the reduction may be terminated from membership at the end of a dividend period. Shares may be transferred only from one member to another, by written instrument in such form as UNFCU may prescribe. UNFCU reserves the right, at any time, to require members to give, in writing, not more than 60 days notice of intention to withdraw the whole or any part of the amounts so paid in by them. No member may withdraw shareholdings that are pledged on security on loans without the written approval of the credit committee or a loan officer, except to the extent that such shares exceed the member's total primary and contingent liability to UNFCU. No member may withdraw any shareholdings below the amount of his/her primary or contingent liability to UNFCU if he/she is delinquent as a borrower, or if borrowers for whom he/she is co-maker, endorser, or guarantor are delinquent without the written approval of the credit committee or loan officer.

## **Share insurance**

Share Insurance Member accounts in UNFCU are federally insured by the National Credit Union Share Insurance Fund (NCUSIF).

\*Disclosures apply to club accounts opened on or before 28 February 2017.



## ***Premium Checking Plus Account Disclosure***

A Premium Checking Plus account offers rewards such as higher dividends and a rebate for ATM surcharges and cross-border fees incurred on your debit card, upon successful completion of certain monthly qualification requirements (as outlined below).

### **Rate information**

Premium Checking Plus account holders who meet the requirements in a given Qualification Cycle will earn dividends at the tiered rates disclosed on [www.unfcu.org](http://www.unfcu.org), which are subject to change at any time.

The Tier 1 dividend rate and APY will be paid on the portion of your daily balance between \$0.00 and \$15,000.

The Tier 2 dividend rate and APY will be paid on the portion of your daily balance that exceeds \$15,000.

Premium Checking Plus account holders who do not complete the requirements in any Qualification Cycle will earn dividends at the Premium Checking Plus non-premium rate disclosed on [www.unfcu.org](http://www.unfcu.org). The rate and APY may change at any time.

### **Dividend, fee and insurance information**

Please see related section in 'Savings, IRA Savings, Club, Start Smart, and Checking Account Disclosures' for:

- Compounding and crediting
- Balance computation method
- Accrual of dividends
- Fees and service charge
- Nature of dividends
- Share insurance

### **Minimum balance requirements**

There is no minimum balance requirement, however, checking account holders must maintain at least one par value share at all times.

### **Par value of shares; dividend period**

The par value of a regular share is \$50.00. The dividend period is monthly, beginning on the first day of the month and ending on the last day of the month.

### **Other terms and conditions**

Existing UNFCU checking account holders may request to convert their UNFCU checking account to a UNFCU Premium Checking Plus account. First time checking account holders must complete an application. A UNFCU Premium Checking Plus account can be converted back to a UNFCU checking account at any time.

**‘Qualification Cycle’** means the statement period, which is from the first to last day of a calendar month.

**‘Qualification Requirements’** means the criteria that must be fulfilled during each Qualification Cycle in order to receive Premium Checking Plus rewards. The qualification requirements are (i) enrollment in eStatements; and (ii) the posting of 12 or more debit card purchase transactions to the Premium Checking Plus account during the Qualification Cycle.

**Qualification requirements are subject to change at any time. Current information can be found on [www.unfcu.org](http://www.unfcu.org) or by contacting UNFCU.**

**‘Premium Checking Plus Rewards’** means the earning of dividends at the Tier 1 and Tier 2 rates as described under ‘Rate information’, plus a minimum monthly rebate of \$10.00 per Qualification Cycle for:

- ATM fees and surcharges for use of your debit card
- Cross-border fees for debit card purchases outside the US
- Foreign exchange fees for debit card purchases in non-USD

Rebate amounts cannot exceed the actual fees incurred in a given Qualification Cycle and do not carry over. Premium Checking Plus account holders who do not complete the qualification requirements in any Qualification Cycle will not receive rewards for that cycle.

## ***Share Certificate and IRA Share Certificate Account Disclosures***

Please see the related section in ‘Savings, IRA Savings, Club, Start Smart, and Checking Account Disclosures’ for:

- Rate information
- Compounding and crediting
- Balance computation method
- Fees and service charge
- Bylaw requirements

### **Minimum balance requirements**

The minimum balance to open this account is \$500.

### **Accrual of dividends**

Dividends are compounded daily and the dividend period is monthly. Share certificate holders may elect to have dividends added to their principal or to transfer the dividends to another account on a monthly basis; however, APY disclosed assumes earnings remain on account.

### **Transaction limitations**

After the account is opened, you may not make deposits

into the account until the maturity date stated on your share certificate receipt.

### **Early withdrawal penalties**

For share certificates with a term of less than one year, the early withdrawal penalty is the lesser of 90 days' dividends or all dividends earned since the issuance or renewal date.

For certificates with a term of one year or more, the early withdrawal penalty is the lesser of 180 days' dividends or all dividends earned since the issuance or renewal date. There are no early withdrawal penalties in case of death of the share certificate holder(s).

If you have opened an IRA Share Certificate, there are no early withdrawal penalties once you attain the age of 59 and 1/2.

### **Renewal**

Unless products have changed (e.g. the term or feature is no longer available), share certificates automatically renew at maturity for the same term at the prevailing interest rate. UNFCU will give you at least 30 days notice prior to maturity. Instructions not to renew a share certificate must be in writing and received by UNFCU on or before the maturity date. If the certificate is not renewed at maturity, all certificate funds will be transferred to your regular share account.

### **Additional terms**

Share certificates cannot be pledged, transferred or assigned to any party other than UNFCU. If your share certificate is part of an IRA, it is expressly excluded from any pledge of deposits you have previously made to UNFCU.

### ***Money Market Account Disclosures***

Please see the related section in 'Savings, IRA Savings, Club, Start Smart, and Checking Account Disclosures' for:

- Rate information
- Compounding and crediting
- Balance computation method
- Accrual of dividends
- Transaction limitations
- Bylaw requirements

### **Minimum balance requirements**

The minimum balance to open this account, avoid the imposition of a fee, and earn the declared APY is \$2,500.

### **Fees and service charges**

A service charge will be imposed each month that your average daily balance falls below the minimum tier threshold for your account and/or the minimum balance. Other fees and service

charges are assessed against your account in accordance with the UNFCU 'Fees and Service Charges', which is subject to change at any time.

### **Nature of dividends**

We may change the dividend rate and Annual Percentage Yield for your account without any notice or limit; while we may establish dividend tiers, we reserve the right to set dividend rates and Annual Percentage Yield for various tiers in any amount, including in the same amount as any other tier. There is no assurance that a dividend rate and resulting Annual Percentage Yield for one tier will be higher than that for a lower tier.

### ***Electronic Fund Transfer Disclosures & Agreement***

This agreement covers all of the electronic fund transfer (EFT) services that UNFCU currently offers. Some provisions may not be applicable to you. If you accept and/or use a UNFCU debit card, Digital Banking, eStatements and/or Transmatic option(s) on your UNFCU account, you agree to and accept the terms in this section. If we are unable to complete an EFT or perform any other EFT service for any reason associated with your account, the EFT or other service may not be completed and we will not notify you unless required by applicable law.

### **Your liability for unauthorized transfers**

Please tell us AT ONCE if you believe your card, PIN or password has been lost or stolen, or if you believe that an electronic fund 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 tell us within two business days after you learn of the loss or theft of your card, PIN or password, you can lose no more than \$50.00 if someone used your card, PIN or password without your permission.

If you DO NOT tell us within two business days after you learn of the loss or theft of your card, PIN or password, and we can prove we could have stopped someone from using your card, PIN or password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows electronic transfers that you did not make, including those made by card, PIN, password or other means, tell us at once. If you do not tell us within 60 days after the first statement was mailed or transmitted to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

## Contact in event of unauthorized transfer

If you believe your card, PIN or password has been lost or stolen or that someone has transferred or may transfer money from your UNFCU account(s) without your permission, call us immediately at: +1 347-686-6000 or toll-free at the numbers listed in the 'Contact Us' section at the end of this brochure. You can also write to us on the address on that page.

## Types of electronic transfers available

UNFCU currently offers electronic services inclusive of the following:

- Digital Banking
- Debit card
- BillPay
- Direct Deposit

In all cases, your ability to perform transactions is subject to the availability of funds in your UNFCU account(s). For more more information please visit our website at [www.unfcu.org](http://www.unfcu.org).

## 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 and pay bills.

## Limitations on frequency of transfers

For security reasons, there are limitations on the number and dollar amounts of EFTs that you may perform. You may make only five transactions per day using your debit card. This includes ATM withdrawals and PIN based purchases. You may use your debit card to make 10 signature-based transactions each day. You may not make more than six transfers through Digital Banking or similar from a savings account to another one of your accounts, or to a third party during any statement period. In addition, only three of the six transfers may be made by check, draft, or similar order to a third party.

## Limitations on amounts of transfers

You may withdraw up to \$500 or the equivalent of \$500 in foreign currency from an ATM daily. You may buy up to \$5,000 worth of goods or services each day using your debit card.

Purchases made with debit cards linked to a Start Smart account are limited to \$140 per day. Withdrawals made with a debit card linked to a Start Smart account are limited to \$60.00 per day.

## ATM use and fees

We may assess reasonable charges against your account for transactions performed at electronic terminals. If so, we will

specify any charges for these or other types of electronic transactions, including automatic transfers, on the 'Fees and Service Charges' found on [www.unfcu.org](http://www.unfcu.org). When you use an ATM not owned by us, you may be charged a fee by the ATM operator, or any network used, and we may also charge you a fee if you go beyond a certain limit. You may also be charged a fee for a balance inquiry, even if you do not complete a fund transfer or withdrawal. If you use an ATM owned by us in Nairobi, Kenya, you will be charged a per use fee as stated in the 'Fees and Service Charges', which is subject to change at any time.

Effective 1 January 2017, UNFCU will provide a rebate of up to \$10.00 a month on ATM fees incurred by qualified members when using their UNFCU debit card. The rebate will include the following charges:

- Out-of-network ATM surcharges,
- Foreign transaction fees for non-USD cash withdrawals, and;
- Foreign transaction fees for USD cash withdrawals outside the US.

To qualify in a given month, you must be enrolled in eStatements and have a minimum average daily balance of \$2,500 across your deposit accounts. The average daily balance is determined by dividing the sum of the closing daily balance across your accounts for each day during a given month by the number of days in that month. For each month that you qualify, the rebate will be automatically credited to your membership savings account on the last day of the month.

Members enrolled in Premium Checking Plus who already qualify for a rebate in a given month will not receive an additional ATM rebate as part of this benefit. The maximum ATM rebate amount each member can receive in a single calendar month is \$10.00 across all programs.

While performing your ATM cash transactions with a UNFCU debit card, if an ATM does not offer the option to choose an account from which the funds are to be debited, the withdrawal will be made from your UNFCU checking account.

### **International transactions**

International transactions include any transaction that you make with your debit card in a foreign currency or that you make outside of the US even if it is made in US dollars. Purchases and cash advances made in non-US dollars will be billed in US dollars. A fee is assessed on all international transactions by the debit card provider. This will appear on your billing statement. UNFCU

does not impose any additional fees of its own for international transactions but reserves the right to do so in the future.

### **Disclosure of account information to third parties**

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

- Where it is necessary for completing transfers
- 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
- To persons authorized by law in the course of their official duties
- To a consumer reporting agency as defined by applicable law
- To our employees, auditors, service providers, attorneys or collection agents in the course of their duties
- As disclosed in our Privacy Policy; or
- If you give us your written permission

### **Documentation of transfers**

You can obtain a receipt when you make any transfer to or from your account using one of our ATMs. You will also receive a monthly account statement reflecting your ATM transactions (unless there are no transfers in a particular month. In any case you will get the statement at least quarterly). Pre-authorized transfers from your account will not be accompanied by any special notice; however, they will be entered on your periodic statement.

### **Pre-authorized credits**

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us to find out whether or not the deposit has been made.

### **Stopping pre-authorized payments**

If you have told us in advance to make regular payments out of your account, you can stop any of these payments by contacting us at +1 347-686-6000 or writing to us at the address listed in the 'Contact Us' section at the end of this brochure. To stop payment, we must receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing to be returned to us within 14 days of your call. There is a charge for each stop-payment order as stated in the 'Fees and Service Charges'.

### **Liability for failure to stop payment of pre-authorized transfer**

If you order us to stop one of these payments at least three

business days before the transfer is scheduled, and we do not do so, we will be liable for your actual losses or damages.

### **Liability for failure to 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 actual losses or damages. However, there are some exceptions. For instance, we will not be liable for the following:

- If, through no fault of ours, you do not have sufficient funds in your account to make the transfer
- If the transfer exceeds the credit limit of your checking LOC or other overdraft line
- If the ATM where you are making the transfer does not have enough cash
- If the ATM was not working properly and you knew about the breakdown when you started the transfer
- If the transaction would exceed one of the established limits contained in this agreement
- If you have not properly followed instructions for operating the ATM
- If circumstances beyond our control such as natural disasters, acts of terrorism, or war prevent the transfer, despite reasonable precautions that we have taken
- If the funds are subject to legal process or other encumbrance restricting such transaction
- There may be other exceptions stated in our agreement with you

### **Error resolution procedure**

In case of errors or questions about your electronic transfers, telephone or write to us as soon as possible, using the telephone number or address listed on the back of this brochure. If you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, contact us. **We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.**

In your notice, please include the following information:

- Tell us your name and member number and/or account number
- 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
- 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 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 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 an EFT that occurred within 30 days after the first deposit to the account was made, resulted from a point-of-sale debit card transaction, or was not initiated in the United States, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will notify you of the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

### **Notice about electronic check conversion**

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

### **Electronic collection of returned item fees**

If your payment is returned unpaid, you authorize us to make a one-time electronic fund transfer from your account to collect an insufficient funds (NSF) fee as stated in the 'Fees and Service Charges'.

### **Termination**

We reserve the right to terminate your use of our EFT services for any reason and at any time without notifying you, unless otherwise provided by law. You also have the right to terminate your use of the EFT services described in this agreement at any time by contacting us. If you terminate your use of our EFT services and you have arranged for pre-authorized transfers involving third parties, you must inform any third parties that the transfers will cease. Any termination of your use of our EFT services, whether initiated by you or us, will not affect any of your or our rights and obligations under this agreement that have arisen before the effective date of such termination.

Please note that UNFCU reserves the right to not issue or reissue your UNFCU debit card, for reasons including but not limited to: excessive fraud on your account; your failure to report a lost or stolen card, PIN or password in a timely manner; or routine or gross abuse of your account privileges.

## **Safety considerations when using an ATM or Digital Banking**

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you, particularly when using an ATM.
- Do not display cash in the vicinity of the ATM.
- When the transactions have been completed, count the cash in the safety of your vehicle or home.
- If you notice anything suspicious, consider using another ATM, or return later.
- If you notice anything suspicious while conducting the transaction, consider canceling the transaction and leaving the ATM.
- Report any crime to the local law enforcement officials and the operator of the ATM.
- Do not leave your mobile device unattended when accessing your financial records online and always remember to log off.
- Never disclose your Digital Banking password.
- Create a unique alphanumeric password for your Digital Banking login.

## **Digital Banking**

UNFCU members are provided with Digital Banking access free of charge. Please note that if you do not login for a period of six months or more, your access may be deactivated unless you have consented to the delivery of eStatements and disclosures. To use Digital Banking once access has been deactivated, you must re-enroll. UNFCU reserves the right to change these terms at any time. Our website requires the use of secure browsers to protect you while using our Digital Banking services. To verify your session is secure, look for "https:" instead of "http:" in the URL address line, and a secure symbol (a closed padlock or key) on the status bar of your browser.

## **Issuance of PIN and password**

We will issue a Personal Identification Number (PIN) for using your UNFCU debit card. You may change your PIN. You should take all reasonable precautions to prevent another person from knowing your PIN or using your card. Never keep any material containing your PIN attached to your card. Your card, PINs, passwords, and access codes are issued by UNFCU and are not transferable. When you use your debit card and enter an incorrect PIN three times, your accounts will be frozen and you will not be able to use your card.

## **Protecting your account**

We take fraud prevention seriously and have implemented fraud detection systems to help protect your UNFCU debit card. If we detect potential fraud, you may receive an

inquiry from us regarding the account and card. In certain circumstances, we may block the card until we are able to confirm that the activity is not fraudulent or until we can reissue the card. We will take these actions to protect your funds. If we decide to block the account and card, we will not be liable to you or any third party for any damages suffered because of the blocking. This added fraud protection feature is provided at no cost to you and does not affect the way your card transactions are processed. These are precautionary measures designed to protect both you and us.

### ***Automated Clearing House (ACH) Payments and Wire Transfer Disclosures***

Automated Clearing House (ACH) payments are governed by the rules and regulations of the National Automated Clearing House Association (NACHA). UNFCU may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of New York, which are applicable to ACH transactions involving your account. Credit given by UNFCU to you with respect to an ACH credit entry is provisional until UNFCU receives final settlement for such entry through a Federal Reserve Bank. If UNFCU does not receive such final settlement, UNFCU is entitled to a refund of the amount credited to you in connection with such entry, and the party making payment via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry. UNFCU is not required to give notice to you of receipt of an ACH item and UNFCU will not do so. Upon receipt of International ACH transactions (IATs), UNFCU will proceed with crediting and/or debiting accounts following normal NACHA operating rules. However, UNFCU reserves the right to delay crediting and/or debiting the account should the transaction require additional investigation in accordance with US federal regulations. However, ACH transactions can be reviewed on your periodic account statement. UNFCU may establish security procedures to verify the authenticity of a payment order. You agree that the authenticity of payment orders may be verified using that security procedure unless you notify UNFCU in writing that you do not agree to such security procedure. In that event, UNFCU has no obligation to accept any payment order from you or other authorized parties on the account until you and UNFCU agree in writing to an alternate security procedure. If you send or receive funds by wire transfer, Fedwire may be used, and Regulation J is the law governing the transactions and your rights and liabilities; as well as UNFCU's wire transfer agreement where applicable.

## ***Funds Availability Policy and Disclosures***

This disclosure refers to your ability to withdraw funds at UNFCU. Our policy is to delay the availability of funds that you deposit in your account. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written.

### **Determining the availability of a deposit**

The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and holidays observed according to the official United Nations New York Headquarters schedule. The holiday schedule may be obtained by contacting UNFCU. If you make a deposit before 15:00 (3:00pm) New York (EST) on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 15:00 (3:00pm) EST or on a day we are not open, we will consider that the deposit was made on the next business day we are open. The length of the delay varies depending on the type of deposit and is explained below.

### **Same-day availability**

Funds from the following deposits are available on the same business day as the day of your deposit:

- US Treasury checks that are payable to you
- Electronic direct deposits
- Wire transfers
- Checks drawn on a UNFCU account
- Cash
- State and local government checks that are payable to you
- Cashier's, certified, teller's, and traveler's checks that are payable to you
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and money orders, if these items are payable to you

### **Availability of other check deposits**

The first \$200 from a deposit of checks will be available on the same business day as the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit. For example, if you deposit a check of \$700 on a Monday before 15:00 EST, \$200 of the deposit will be available on Monday. The remaining \$500 will be available on Wednesday. We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- You have overdrawn your account repeatedly in the last six months
- We believe a check you deposited will not be paid
- You deposit checks totaling more than \$5,000 on any one day

- There is an emergency, such as a failure of communication or computer equipment

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the fifth business day after the day your deposit would otherwise be available for withdrawal.

### **Holds on other funds**

If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that is already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described in the Funds Availability Policy, for the type of check that you deposited.

### **Special rules for new accounts**

If you are a new customer, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available by the ninth business day after the day of your deposit. If your deposit of these checks (other than a US Treasury check) is not made in person to one of our employees, the first \$5,000 may not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available by the ninth business day after the day of your deposit.

### **ATM deposits**

Deposits are only accepted at select ATMs identified as UNFCU ATMs and are subject to the same funds availability schedule as deposits made in person at a branch.

## *Limitation of Services Policy*

UNFCU is committed to delivering exceptional products and services to members globally. To that end, UNFCU employees are trained to handle interpersonal interactions effectively and to address any service issues with a member. UNFCU's Service Limit Policy defines the circumstances under which services may be limited for members who engage in "abusive conduct." The policy is not intended to restrict the rights and freedoms of any particular group or individual, but to protect UNFCU employees and members by addressing unacceptable conduct.

Services may be limited, curtailed or denied to members who engage in abusive conduct by the (i) denial of all Credit Union services, other than the right to maintain a share account and the right to vote at annual and special meetings (in such cases, the member's share account shall cease to earn dividends); (ii) denial of services which involve personal contact with Credit Union staff, volunteers and/or officials; (iii) denial of access to Credit Union premises; or (iv) any other action deemed necessary under the circumstances that is not expressly precluded by applicable federal and state law.

For the purposes of this policy, "abusive conduct" includes, but is not limited to, the following conduct (i) causing a significant loss to UNFCU (through bankruptcy, or any other means); (ii) abusing UNFCU services or repeatedly maintaining negative balances; (iii) threatening, abusive, disruptive, obscene, harassing behavior towards UNFCU staff, volunteers or officials; (iv) threatening, abusive, disruptive, obscene, harassing behavior towards members or other persons on Credit Union premises; (v) engaging in any illegal behavior on Credit Union premises or in illegal behavior regardless of location if said behavior has a direct, negative impact on the Credit Union and/or its products, services, or members; (vi) making false, vicious, or malicious statements about any Credit Union staff, volunteer, official, or the Credit Union and its services, operations, policies, practices, or management; (vii) using profane, abusive, intimidating, or threatening language on Credit Union premises or making threats of bodily harm or property damage toward Credit Union staff, their family members, or Credit Union members; (viii) engaging in any type of harassment, including age, sexual, ethnic, or racial harassment, making racial or ethnic slurs, engaging in sexual conduct, making sexual overtures, flirtations, advances or propositions, including displaying sexually suggestive objects or pictures on Credit Union premises; (ix) attempting to coerce or interfere with Credit Union staff in the performance of their duties at any time; (x) conducting or attempting to conduct or engage in any fraudulent, dishonest, or deceptive activity of any kind involving Credit Union staff

or Credit Union services; (xi) making unauthorized posting(s), defacing or removing notices or signs on Credit Union premises and/or social media sites without management authorization; (xii) misappropriating Credit Union funds, property, or other material proprietary to the Credit Union; (xiii) deliberately or repeatedly violating security procedures or safety rules; (xiv) possessing, using, or being under the influence of illicit drugs on Credit Union premises; or (xv) engaging in use or possession of weapons of any kind on Credit Union premises except for on-duty law enforcement officers or security officers.

## ***Credit Life Protection Agreement***

The Credit Life Protection Agreement provides for cancellation of all or some of your eligible debt, up to the stated limits, in the event of your death. The words “you” and “your” refer to the person receiving protection under the Credit Life Protection Agreement. The words “us”, “we”, and “our” refer to the United Nations Federal Credit Union (“UNFCU”).

### **Eligibility**

Debt cancellation in accordance with the terms of this Credit Life Protection Agreement is available to the member whose signature appears first on the loan note or, in the case of credit cards, the primary cardholder. Co-signers and/or authorized users are not eligible for debt cancellation. You must be under age 70 on the date the loan is disbursed or you incur the debt, as applicable. Debt cancellation under this Credit Life Protection Agreement will stop when you turn 70. If you misstate or misrepresent your age, we will not cancel your debt. Notwithstanding the foregoing, the benefits provided under this Credit Life Protection Agreement are available to all UNFCU members at no cost. There is no need to sign up for the benefits provided hereunder.

### **Coverage**

The amount of debt cancellation is equal to the covered balance of your loan on the date of your death, but will not exceed \$55,000 per member for eligible consumer loans and \$20,000 for eligible credit card loans. If the total balance of your loan(s) exceeds this amount, the excess will not be cancelled. If you have more than one loan, this limit applies to the sum of all of your loans. With respect to a refinanced or open-end loan, any money newly advanced will be treated as a new loan subject to all terms and limitations described herein. Payments made on a refinanced or open-end loan will be applied first to reduce the previously covered portion of said refinanced or open-end loan. This Credit Life Protection Agreement is not an insurance product, and no payments will be made directly to you or anyone else on your behalf.

## **Exclusions and limitations**

(1) There is no debt cancellation for loans which are excluded from coverage. Excluded loan classes are charged-off loans, first mortgage real estate loans, and personal loans secured by first or second mortgage real estate. (2) Pre-existing condition(s): Your debt will not be eligible for cancellation if your death results from an illness or injury for which you received medical advice, consultation or treatment within the six month period prior to the date you received your loan disbursement or otherwise incurred the debt. We will not apply the pre-existing condition limitation if: (a) you die six months or more after the date of the loan disbursement or otherwise incurred the debt, or (b) the total debt to be cancelled is \$500 or less. (3) Regardless of any contributory cause(s), your debt(s) will not be eligible for cancellation if your death was in any way caused or contributed to by an act of war or terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent. For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear. (4) Any claim under this Credit Life Protection Agreement must be filed and/or communicated to UNFCU no later than six months from the date of death in order to be eligible for debt cancellation. (5) Your debt(s) will not be eligible for cancellation if its payment would cause the annual aggregate claim amounts under all of UNFCU's credit protection plans (e.g. life, disability, etc.) to exceed 5 million US dollars.

## **Modification, termination, waiver**

This Credit Life Protection Agreement may be modified at any time without prior notice to you. UNFCU can terminate this Credit Life Protection Agreement at its discretion and will provide proper notice to you should we do so. This Credit Life Protection Agreement will automatically end in any one of the following circumstances: (1) the balance of your account is charged off; (2) you file for bankruptcy protection; (3) you make false statements about your eligibility; (4) you pay your account in full, close your account, or your account is otherwise terminated; (5) your account is transferred to another non-affiliated creditor; or (6) 30 days after we tell you we are terminating the Credit Life Protection Agreement. We reserve the right, at our sole discretion, to waive any requirements or other provisions of this Credit Life Protection Agreement. However, if we do so, we will not be obligated to waive the same requirement(s) or provision(s) in any other situation or for



any other person, and our waiver of one or more requirements or provisions will not constitute a waiver of any other requirements or provisions.

### ***Member Privacy***

Over the years UNFCU has worked hard to earn your trust, and we will continue to be vigilant in maintaining the privacy of our members. To that end, we have instituted policies and procedures intended to ensure that your personal information is handled safely and responsibly. As you will see in the statement of our privacy practices, we take this responsibility very seriously and are committed to providing you with the highest level of member service and confidentiality. It is our promise that UNFCU will collect only the information necessary to deliver to you quality products and services. Furthermore, we are assessing new technology as it becomes available to best protect your privacy.

### ***Internet Privacy***

Please visit [www.unfcu.org](http://www.unfcu.org) to review our latest 'Website Terms of Use'.

## Contact Us!

Contact a member service representative for assistance with any of your financial requests.

**Email:** Send your request to [email@unfcu.com](mailto:email@unfcu.com).

**Telephone<sup>1</sup>:** Speak with a member service representative by dialing + 1 347-686-6000, or call toll-free from the following international locations:

United States/Canada	1-800-891-2471
Australia	1-800-77-2730
Austria	0800-901-010
Bolivia	800-10-0106
Brazil	0800-891-3651
Chile	1230-020-0607
Colombia	01-800-912-2014
Cyprus	800-90383
Denmark	8088-6833
France	0800-90-2637
Germany	0800-186-0722
Guatemala	1-800-288-0099
Israel	180-94-04338
Italy	800-873-904
Mexico	001-800-891-2471
Netherlands	0800-022-2763
South Africa	0800-99-3795
Switzerland	0800-897860
Thailand	001-800-110-08-1843
United Kingdom	0800-96-0726

**WebChat:** Instantly communicate with a member service representative by clicking on the UNFCU WebChat link located online at [www.unfcu.org](http://www.unfcu.org).

**Facsimile:** + 1 347-686-6400.

**Postal Mail:** United Nations Federal Credit Union  
ATTN: Member Directed Services  
Court Square Place  
24-01 44th Road  
Long Island City, NY 11101-4605 USA

<sup>1</sup>Telephone numbers are subject to change without prior notice. For a complete up-to-date listing, visit [www.unfcu.org](http://www.unfcu.org).

## Visit UNFCU:

Please go to [www.unfcu.org](http://www.unfcu.org) for the addresses and hours of operations for each of our locations.

We have branches in the US

- \* New York City
- \* Washington, DC

We have representative offices in Europe and Africa:

- \* Geneva, Switzerland
- \* Nairobi, Kenya
- \* Rome, Italy
- \* Vienna, Austria



**United Nations Federal Credit Union**

Court Square Place  
24-01 44th Road  
Long Island City, NY 11101 USA  
+1 347-686-6000  
[www.unfcu.org](http://www.unfcu.org)  
[email@unfcu.com](mailto:email@unfcu.com)

This credit union is federally insured by the National Credit Union Administration (NCUA). Accounts and shares are insured by the Administration to the maximum insurance amount for each member or shareholder. Unless otherwise noted, fees may be associated with certain products and services. Certain UNFCU products and services are subject to approval. Federal and state laws may limit the availability of certain products and services in select areas.

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