



## Funds Availability

Our policy is to make funds from your deposits available to you on the same day we receive your deposit. At that time, you can withdraw the funds in cash and we will use the funds to pay checks (share drafts) that you have written. For determining the availability of your deposits, everyday is a business day, except Saturdays and Sundays, and federal holidays. If you make a deposit before closing 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 closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open. If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are 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 bank, we may make funds from the deposit available 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 elsewhere in this disclosure for the type of check that you deposited.

**Longer Delays May Apply—Case-by-Case Delays:** In some cases, we will not make all the funds that you deposit by check available to you on the same business day of your deposit. Depending on the type of check that you deposit, funds may not be available until the seventh business day after the day of your deposit. However, the first \$200 of your deposit will be available on the first business day. If we are not going to make all the funds from your deposit available on the same business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice on the business day we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- A) We believe a check you deposit will not be paid.
- B) You deposit checks totaling more than \$5,000 on any one day.
- C) You redeposit a check that has been returned unpaid.
- D) You have overdrawn your account repeatedly in the last six months.
- E) There is an emergency such as a failure of communications 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 eleventh business day after your deposit.

### Special Rules For New Accounts

- A) If you are a new member, the following special rules may apply during the first 30 days your account is open.
- B) Funds from electronic direct deposits to your account will be available on the day we receive the deposit.
- C) 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 the use of a special deposit slip.) The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If you do not make the deposit in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.
- D) Funds from all other check deposits will be available on the same business day as your deposit.

# Electronic Funds Transfers

**Hours of Operation—Harlan Branch**  
**1414 Chatburn Ave Harlan, IA 51537**

**Phone: 712-755-3881**

**Fax: 712-755-5536**

**Lobby: Mon. Tues. Thurs. Fri. 8:30 a.m.—  
4:30 p.m.**

**Lobby Wed: 9:00 a.m.—4:30 p.m.**

**Lobby Sat: Closed**

**Drive-up: Mon. Tues. Thurs. Fri. 7:30  
a.m.—5:00 p.m.**

**Drive-up Wed: 9:00 a.m.—5:00 p.m.**

**Drive-up Sat: 8:30—Noon**

**Hours of Operation—Avoca Branch**  
**102 N Elm St Avoca, IA 51521**

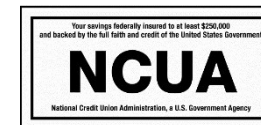
**Phone: 712-307-6881**

**Fax: 712-307-6883**

**Lobby: Mon. Tues. Wed. Thurs. Fri. 8:30  
a.m.—4:00 p.m.**




**Town &  
Country  
CREDIT UNION**



[www.towncountrycu.com](http://www.towncountrycu.com)

Email: [cuservices@towncountrycu.com](mailto:cuservices@towncountrycu.com)

**Account Disclosures**



## Electronic Funds Transfers: Your Rights and Responsibilities

This establishes the basic rights, liabilities, and responsibilities of members who use electronic money transfer services. We have the following Electronic Fund Transfers Available.

**Direct Deposit:** You may make arrangements for certain direct deposits to be accepted into your Share/Draft Checking or Share Savings accounts.

**Preauthorized Withdrawals:** You may make arrangements to pay certain recurring bills from your Share/Draft Checking or Share/Savings accounts.

**ATM Transfers—Types of Transfers, Dollar Limitations, and Charges:** You may access your account(s) by ATM using your debit card and personal identification number, to: **A)** Get cash withdrawals from share draft or share savings account(s).

**B)** Withdraw \$50 per day; higher limits may be available with approval from Management. **C)** Four free withdrawals at ATM's per month. After that there is a \$1.50 fee per withdrawal at ATMs we do not own or operate. **D)** Transfer funds from share savings to share draft(s) with an ATM card. **E)** Transfer funds from share draft to share savings account(s) with an ATM card.

**F)** Other ATM fees will vary. Some of these services may not be available at all terminals.

**Types of Debit Card Point-of-Sale Transactions:** You may access your share draft account(s) to purchase goods (in person or by phone), pay for services (in person or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that can be done with a credit card (that a participating merchant will accept with a credit card).

**Point -of-Sale Transactions - Dollar Limitations - Using your Card:** You may not exceed your available account balance in transactions at point-of-sale terminals.

**FEES:** **A)** No charge for direct deposits to any type of account **B)** No charge for preauthorized payments from any type of account **C)** Debit card replacement charge \$10.00 **D)** Except as indicated elsewhere, we do not charge for electronic fund transfers.

**ATM Surcharges:** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used to complete the transfer (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

**Electronic Check Conversion/Electronic Returned Check Fees:** If you pay for something with a check or share draft you may authorize it to be converted to an electronic fund transfer. You may also authorize merchants to electronically debit your account for returned check fees. You are considered to have authorized these electronic funds transfers if you sign a written authorization or you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically.


**Right To Documentation:** ATM Transfers: You can get a receipt at the time you make any transfer to or from your account using an automated teller machine or point-of-sale terminals.

**Direct Deposits:** If you have arranged to have direct deposits made to your account at least every sixty (60) days from the same person or company, you can call us at (712) 755-3881, to find out whether or not the deposit has been made.

**Periodic Statements:** You will receive a monthly statement for your share draft/checking accounts. You will receive a monthly statement for your share/savings account if any electronic transactions have occurred.

**Preauthorized Payments—Right To Stop Payment and Procedure For Doing So:** If you have told us in advance to make required payments from an account, you can stop any of these payments by doing the following: **1)** Call or write us in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. **2)** If you call, we may also require you to put the request in writing and get it to us within fourteen (14) days after the call. **3)** A \$5.00 fee will be charged for each stop payment order given by you.

**Notice of Varying Amounts:** If these regular payments vary in amount, the person you are going to pay should 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 you set.)



**Liability for Failure to Stop Payment of Preauthorized Transfer:** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

**Credit Union Liability for Failure to Make Transfers:** If we do not complete a transfer to or from your account on time or in the correct amount according to the credit agreement with you, we will be liable for your losses or damages. The following are some exceptions for which we will not be liable: **A)** If, through no fault of ours, you do not have enough money in the designated account to make the transfer. **B)** If the transfer would exceed the limit on your overdraft line. **C)** If the automated teller machine where you are making the transfer does not have enough cash. **D)** If the terminal or system was not working properly and you knew about the breakdown when you started the transfer. **E)** If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken. **F)** There may be other exceptions in our agreement with you.

**Disclosure Of Account Information to Third Parties:** We will disclose information to third parties about your account or the transfers you make under the following circumstances: **A)** When it is necessary for completing transfers, **B)** In order to verify the existence and condition of the members account for a third party, such as a credit bureau or merchant, **C)** In order to comply with government agency or court order, **D)** If you give us written permission.

**Unauthorized Transfers—Member Liability:** Tell us AT ONCE if you believe your card and/or code has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose the money in your account. If you tell us within 2 business days, you can lose no more than \$50 if someone used your card and/or code without your permission. (If you believe your card and/or code has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone uses your card and/or code without your permission.) If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500. If your statement shows transfers you did not make, we must be contacted 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 60 days if we can prove that we could have stopped someone from taking the money if you had reported it to us in time.

**Additional Limits on Liability for Mastercard Debit Card:** When used for point-of-sale transactions. You will not be liable for any unauthorized transactions using your debit card, when used for point-of-sale transactions, if: **A)** You can demonstrate that you have exercised reasonable care in safeguarding your card from risk of loss or theft **B)** You have not reported to us two or more incidents of unauthorized use within the prior twelve-month period, and **C)** Your account is in good standing. If any of these conditions are not met, your liability is the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized use before notification to us. "Unauthorized use" means the use of your debit card by a person, other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit. Contact in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write to us at the telephone number or address listed in this brochure.

**Error Resolution:** In case of errors or questions about your electronic transfer, you should call or write to us no later than sixty (60) days after we sent the first statement or letter in which the problem or error appeared and provided the following 3 things: **1)** Name and account number, **2)** Description of the error of the transfer in question, and a clear explanation of why you believe it is an error or why more information is needed, **3)** The dollar amount of the suspected error. If you tell us orally, we may require that you send your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (20 days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) 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. Your account is considered a new account for the first 30 days after the first deposit is made, unless you already have an established account with us before this account is open. We will tell you the results within 3 business days after completing our investigation. If we decide that there is no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.