



**A. DEFINITIONS**

- 1) **"We," "Us" and "Our"** refer to Sikorsky Financial Credit Union, Inc.
- 2) **"Account"** refers to any share account at Our credit union from or to which we allow electronic fund transfers.
- 3) **"You" and "Your"** apply to anyone who has an Account with Us and is authorized to use the applicable EFT.
- 4) **"ATM"** refers to any of Our automated teller machines where You can use Your Card and PIN.
- 5) **"Point of Sale" or "POS"** transaction refers to a transaction in which You use Your Card and/or PIN to pay for goods and services by debiting an Account, whether or not an electronic terminal is used at the time of the transaction.
- 6) **"Card"** refers to the Sikorsky Financial Credit Union ATM Card or Visa Debit Card.
- 7) **"PIN"** refers, as applicable, to the personal identification number or code You agree to use to identify yourself when using an ATM or making a telephone transfer. These two PINs need not be the same.
- 8) **"Checking" and "Savings"** Accounts refer to the Share Draft Checking and Share Savings Account designated for the EFT service for which You have applied.
- 9) **"Line of Credit"** means the Line One, Home Equity Line of Credit or VISA Credit Card.
- 10) **"Available Funds"** means the money in Your Account which can be withdrawn or transferred together with any credit You may have available to You under Your Line of Credit Agreement. Available Funds may be less than the entire balance in Your Account if, for example, We have placed a "hold" against certain funds in Your Account for a certain number of days to allow a reasonable time for checks deposited to or cashed against Your Account to clear.

**B. WHAT IS AN "EFT"?**

An "EFT" is a transfer of Your funds at Our credit union which is presented against or to your account electronically. For example, the transfer may be initiated by telephone or computer or ATM or by written authorization. We currently offer the following EFT services:

- 1) **Direct Deposit** You can arrange for the direct deposit to Your Account of Social Security benefits or other deposits, such as payroll, that We allow to be deposited directly to Your Account through the computer.
- 2) **Telephone Banking (CALL-24)** If You have applied for Our telephone banking service You may access Your Account by telephone 24 hours a day at 203-377-5905 or 800-874-6424 using Your PIN, a touch tone phone, and Your account number to:
  - a) Transfer funds from one Account or from Your Line of Credit to another Account, or to an Account of another member that You have designated in Your application,
  - b) Make payments from Your Account to Your loan accounts with Us, or to loan accounts with Us of another member that You have designated in Your application,
  - c) Request a withdrawal by check from Your Account or Line of Credit,
  - d) Get information about the balance or activity on a share account, or loan account with Us,
  - e) Change Your telephone banking (CALL-24) PIN.
- 3) **Online Banking and Online Bill Pay Services** We offer both Online Banking and Online Bill Pay Services which are separately addressed in their own disclosures.
- 4) **Preauthorized Payments** You can arrange to have payments or transfers (that we allow) made from certain Accounts electronically. These payments or transfers are made to third parties such as insurance and utility companies.

- 5) **Services Available Through Our ATMs** You may use Your Card and PIN to do the following through Our ATMs:
  - a) You can withdraw Available Funds from Your Checking or Member Savings Account.
  - b) You can make deposits to Your Checking or Member Savings Account.
  - c) You can transfer Available Funds between Your Checking and Member Savings Accounts from either one to the other.
  - d) If You have a Line One Line of Credit, by overdrawing Your Checking Account, You can obtain a loan advance from the credit available under the Line One Agreement.
  - e) If You do not have available credit under Your Line One Line of Credit when overdrawing Your Checking Account, a transfer from available funds in Your Share Savings Account, in increments of \$20, will be made. Please also see the Limitations on Transfers section regarding limitations that apply to transfers from Share Savings Accounts.
- 6) **Other Services Available with Your Card and PIN** You can pay for purchases by accessing Your Checking Account at merchants that have agreed to accept the Card and PIN. At the time of the purchase You may also be able to withdraw cash, subject to cash availability. If You have a Visa Debit Card You can also use Your Card to make purchases at merchants that accept Visa cards.
- 7) **Automated Clearing House (ACH) Transactions** We will process ACH transactions that You authorize. Please note that We and other institutions may rely solely on the Account number when processing an ACH transaction.

Credit given by Us to You with respect to an ACH credit entry is provisional until We receive final settlement for such entry through a Federal Reserve Bank. If We do not receive such final settlement, You are hereby notified and agree that We are entitled to a refund of the amount credited to You in connection with such entry, and the party making payments to You via such entry (i.e., the originator of the entry) shall not be deemed to have paid You in the amount of such entry.

Under the operating rules of the National Automated Clearing House Association (NEACH), which are applicable to ACH transactions involving your account, We are not required to give next day notice to You of receipt of an ACH item and We will not do so. However, We will continue to notify of the receipt of payments in the periodic statements we provide to you.

We 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 as provided by the operating rules of the NEACH, which are applicable to ACH transactions involving your account.

- 8) **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 or to pay bills. The merchant may at the same time request authority to electronically collect a fee for unpaid checks.
- 9) **Limitation on Availability of Services** We are a member of NYCE and Cirrus networks and the Sum and Allpoint Programs and all of the transactions described in sections 5) and 6) above may not be available at all ATMs or POS terminals where You can use Your Card and different limitations on withdrawals, deposits and other transfers may apply. Certain merchants may accept only the Visa Debit Card for POS transactions that are not processed electronically.

### C. AGREEMENT

By signing an application or by using Your Card or by using an EFT, You agree to the rules in this Agreement for the type of EFT service that You use. You also agree that You will not use any EFT service to conduct an illegal transaction or to pay for an illegal purchase. You understand that We may cancel Your ability to conduct EFTs if We have reason to believe that You have used an EFT service for an illegal activity or You have violated the Member Share Account Contract.

### D. LIMITATIONS ON TRANSFERS

We may limit the type and form of Account to or from which We will allow an EFT.

- 1) **ATM and POS Transactions** You may withdraw from ATMs a total of no more than \$500.00 in cash per calendar day, per Card. In addition to Your ATM withdrawals, if You have a Checking Account, You may withdraw and conduct POS transactions totaling no more than \$500.00 per calendar day, per Card. At most of Our ATMs the minimum withdrawal is \$20.00 and in multiples of \$20.00. Some ATMs allow a minimum withdrawal of \$10.00 and in multiples of \$10.00.
- 2) **VISA Debit Cards** If Your Card is a VISA Debit Card, in addition to Your ATM withdrawals as described above, You may also conduct POS (purchase) transactions. The daily limits for purchases with Your Visa Debit Card are determined by the length of time You have been a member. For the first six months of Your SFCU membership the daily purchase limit on Your card will be \$1,000.00. After six months of membership, the daily purchase limit on Your card may be increased to \$2,000.00. We may, at Our discretion, decrease Your purchase limit to \$1,000.00, or to any lesser amount, if Your card becomes inactive or Your account does not remain in good standing. For example, if You have not used Your Visa Debit Card for 12 months or more, We will not raise Your purchase limit to \$2,000.00. When You make a purchase using Your VISA Debit Card, You authorize Us to put a hold on the Account for the amount of the authorization requested (which may be more than the amount of the transaction). You authorize Us to hold the funds for the authorized amount for up to three business days. When the transaction clears, the funds will be debited from Your Account.  
**International Check Card Transactions** For international transactions in a foreign currency the exchange rate will be a rate selected by processor (VISA or MasterCard) from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate processor itself receives, or the government mandated rate in effect for the applicable central processing date. In addition an international transaction fee will be charged. This fee will be assessed on all international purchases, vouchers and cash disbursements. Depending upon the processor, all or a portion of the fee will show separately from the transaction amount on Your statement. See Our Schedule of Charges for the amount of the fee.
- 3) **Available Funds** If on a particular day, the amount of Available Funds in Your Accounts and under Your Line One Line of Credit total less than the amount stated in this section, You may not withdraw more than the total of Available Funds on that day. This limit applies to the total of withdrawals from Your Accounts, loan advances from Line One Line of Credit and the total POS transactions.
- 4) **Other Limitations** For security reasons, there are other limits on the number of transfers You can make using Your Card. During a malfunction of Our ATMs, Our computer system or the ATM system, We may limit the dollar amount and types of EFTs You can make including the types of Accounts You can access with Our ATMs. Other limitations may apply at ATMs of other institutions which are through the NYCE or Cirrus network.
- 5) **Limitations on Telephone Transfers** Limitations on transfers from Your Line of Credit are described in the Line of Credit Agreement. Transfers from Daily Money Market Accounts must be for a minimum amount of \$500. Transfers achieved via checks written to You have a maximum per check amount of \$10,000.

- 6) **Limitations on Transfers and Transactions from Share Savings Accounts** You can make up to six withdrawals by preauthorized, telephone, or online banking per month from Your Share Savings Account. Transfers from Your Share Savings Account to pay overdrafts on Your Checking Account are included within Your six transfers. An automated monitor will not permit additional transfers to be processed. VISA debit purchases and Point of Sale transactions are not allowed from a Share Savings Account.

### E. DOCUMENTATION AND TELEPHONE INQUIRY

You have a right to receive certain types of documentation and information concerning EFTs.

- 1) **Periodic Statements** If You only have Savings Accounts and do not have a Card, telephone banking (Call 24) or online banking, then You will receive a quarterly account statement; otherwise You will receive a monthly account statement.
- 2) **Preauthorized Deposits** You can arrange to have direct deposits made to Your Account on a regular basis from the same Company/ Originator. If You have arranged to have direct deposits made to Your Account at least once every 60 days from the same Company/ Originator, You can call Us at (203) 377-2252 or 1-(888)753-5553, option 4, Member Service, to find out whether or not the deposit has been made.
- 3) **ATM, VISA Debit Card or POS Record** You can get a written record at the time You make a transaction through an ATM or POS terminal or conduct a VISA Debit Card purchase. This record will show certain information such as the amount of Your transaction, the type of transaction, and the date of the transaction.

### F. PREAUTHORIZED PAYMENTS (ACH) FROM YOUR ACCOUNT

- 1) **Stop Payment** If You have authorized a company/ originator to make a single payment or recurring payments (preauthorized transfers) out of Your Account, You can stop any of these payments. Here's how:  
Call Us at (203)377-2252 or 888-753-5553, and select option 4, or write Us at Sikorsky Credit Union, 1000 Oronoque Lane, Stratford, CT 06614, Attention: Operations Department, in time for Us to receive Your request 3 business days or more before the payment is scheduled to be made. For certain types of payments, we must receive Your request at such time and in such manner as to allow Us a reasonable opportunity to act upon the stop payment request prior to acting on the payment. If You call, We may also require You to put Your request in writing and send it to Us at an address We specify within 14 days after You call. If We require You to put Your request in writing and send it to Us within 14 days and You do not do so, then Your oral stop payment order will cease 14 days after it has been made and We may make the payment if it is demanded by the company/originator involved.  
**NOTE:** You may request the stop payment of a single payment or any number of recurring payments from the same company/ originator. The stop payment order will remain in effect until the earlier of (1) Your withdrawal of the stop payment order (2) the payment has been returned (3) or in the case of recurring payments from the same company/originator, until all the payments on which the stop payment order applies, have been returned. If You want to stop the preauthorized payments permanently, We may request that You confirm in writing that You have previously revoked Your authorization with the company/originator of the payments. Please refer to Our Schedule of Charges for the amount We will charge You for each stop payment order You give.
- 2) **Notice of Varying Amounts** If these regular payments vary in amount, the company/originator You are going to pay will tell You, 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.) We will not be liable if the company/originator

You are going to pay fails to give You notice of varying amounts.

- 3) **Liability For Failure to Stop Payment of Preauthorized Payments.** If You order Us to stop one of these payments 3 business days or more before the payment is scheduled and You comply with a request by Us to put Your request in writing (as explained above), then if We do not follow Your request to stop payment, We will be liable for certain types of losses or damages which You suffer.
- 4) **Stop EFT.** Unless otherwise stated in this Agreement, You cannot stop an EFT, other than a preauthorized (ACH) payment.

#### G. CHARGES

Any charges for EFTs are disclosed on the Schedule of Charges. When You use an ATM not owned by Us, the ATM operator or any network used to complete the transfer may also charge You.

#### H. OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS

If We do not complete a transfer to or from Your Account in a timely manner in accordance with the terms and conditions of Your Account and normal credit union procedures or in the correct amount according to Your instructions, we will be liable for certain types of losses or damages which You suffer. However, there are some exceptions. We will not be liable in the following instances:

- 1) We will not be liable if, through no fault of ours, You do not have enough Available Funds in Your Account to make the transfer.
- 2) We will not be liable if the Account has a "hold" on it for the amount of all or part of the funds necessary to make the transfer.
- 3) We will not be liable if the transfer would go over the credit limit in Your Line One line of credit.
- 4) We will not be liable if the ATM or POS terminal or system was not working properly and You knew or should have known about the breakdown when You started the transaction.
- 5) We will not be liable if You do not give Us, where applicable, Your name, correct PIN and, where applicable, correct Account numbers when starting the transfer.
- 6) We will not be liable if circumstances beyond Our control prevent the transfer despite reasonable precautions that we have taken.
- 7) We will not be liable if we do not receive proper instructions or notification for the use of the Account for EFT or proper instructions for the particular transfer.
- 8) We will not be liable if the ATM or POS terminal where You are making a withdrawal does not have enough cash.
- 9) We will not be liable if the funds in Your Account are subject to legal process or other encumbrance restricting such transfer.
- 10) We will not be liable if Your Card has deteriorated or been damaged so that it does not function properly.
- 11) We will not be liable if Your Card or PIN has been reported lost or stolen.
- 12) We will not be liable if You do not follow the procedures in this or any other agreement You have with Us.
- 13) There may be other reasons under Federal or State law why we will not be liable.
- 14) We will not be liable if we did not complete the transaction because we reasonably suspected fraud or illegal activity.

#### I. LINE OF CREDIT

If You have a Line of Credit, the Card and/or PIN, and telephone banking (CALL-24) and Online Banking may be used to obtain credit in the form of loan advances under the terms disclosed to You in the Line of Credit Agreement which You have already received.

#### J. BUSINESS DAYS

Our business days are Monday through Friday. Holidays are not included.

#### K. ACCOUNT INFORMATION DISCLOSURE

We will disclose information to third parties about Your account or the transfers you make: Where it is necessary for completing transfers; 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 a government agency or court orders; or if you give us Your written permission. How we

share Your personal information is fully disclosed in Our Privacy Notice which You have received.

#### L. IF YOUR CARD OR CODE IS LOST OR STOLEN

If You believe Your Card and/or PIN has been lost or stolen or that someone has withdrawn or transferred or may withdraw or transfer money from Your Account without Your permission call Us at (203) 377-2252 or (888) 753-5553, option 4, Member Service. If the credit union is closed, call (800) 754-4128 to report a lost or stolen VISA Debit Card or ATM Card. Or write Us at: Sikorsky Financial Credit Union, 1000 Oronoque Lane Stratford, CT 06614, Attention: Operations Department.

#### M. YOUR LIABILITY

- 1) **General** Tell Us AT ONCE if You believe Your Card or PIN have been lost or stolen. Telephoning is the best way of keeping Your possible losses down. If You do not promptly notify Us of such loss or theft You might lose all Your Available Funds. If You tell Us within 2 business days after You learn of the loss or theft, You can lose no more than \$50.00 if someone used Your Card or PIN without Your permission. If You do NOT tell Us within 2 business days after You learn of the loss or theft of Your Card or PIN, and we can prove we could have stopped someone from using Your Card or PIN without Your permission if You told Us, You could lose as much as \$500.00. If Your statement shows transfers that You did not make, tell Us AT ONCE. If You do not tell Us within 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 told Us in time. If a good reason (such as a long trip or a hospital stay) keeps You from telling Us, we will extend the time periods.
- 2) **Special Rules for Visa Debit Card Purchases** If Your Card is a VISA Debit Card, other limits apply to the type of VISA Debit Card purchases described in Section D 2) above. For VISA Debit Card purchases only, You will generally have no liability for unauthorized transactions if You report the loss or theft within two business days. However, if we determine that the unauthorized transactions occurred because of Your gross negligence or fraud, these special limitations on liability may not apply.

Your VISA Debit Card allows you to perform transactions on the NYCE and CIRRUS debit networks. While these transactions generally require you to enter your PIN, some merchants are authorized to perform certain transactions without requiring you to enter your PIN. If any of these merchants also support performing your transaction as a VISA debit transaction, they are required to offer you a choice in directing your transaction. Provisions of your cardholder agreement that specifically relate to VISA transactions are inapplicable to non-VISA debit transactions.

#### N. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

If You think Your statement or receipt is wrong, or if You need more information about a transfer listed on the statement or receipt, call Us or write Us as soon as You can.

Our phone number for this purpose is: (203) 377-2252 or (888)753-5553, Option 4, Member Service.

Our address for this purpose is: Sikorsky Financial Credit Union, 1000 Oronoque Lane, Stratford, CT 06614, Attention: Operations Department.

We must hear from You not 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 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.
- 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 determine whether an error occurred within 10 business days after we hear from You and will correct any error promptly (We may extend this

time period to 20 business days if the error occurred within 30 days of the first deposit to Your Account, was initiated at a Point of Sale terminal or concerns a transaction that was initiated in a foreign country.) If we need more time, however, we may take up to 45 days to investigate Your complaint or question. If the complaint or question concerns a transaction that was initiated in a foreign country, was initiated at a Point of Sale terminal, or occurred within 30 days of the first deposit to Your Account, we may take up to 90 days to complete the investigation. If we decide to take this extra time to investigate, we will recredit Your Account within 10 business days (20 business days if the error occurred within 30 days of the first deposit to Your Account, was initiated at Point of Sale terminal or concerns a transaction that was initiated in a foreign country.) for the amount You think is in error, so that You may 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. We will tell You 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.

#### **O. SURRENDER OF CARD**

The Card belongs to Us. We can take it back at any time. Your Card may be cancelled for inactivity, misuse or for Our own business or operational purposes. You agree to surrender the Cards when we or Our agents request it.

#### **P. OUR RIGHTS WITH REGARD TO OVERPAYMENTS**

If funds have been deposited into Your Accounts, to which You are not legally entitled, by mistake or otherwise, You agree that such amounts are debts owing from You to Us and You authorize Us summarily to withdraw such amounts from the Account or any other account You have with Us. We can do this without giving You prior notice or demand. We can also exercise Our right of set-off to recover any such amount. (An example of such an overpayment to Your Account to which You are not legally entitled would be a Social Security payment received by direct deposit after Your death.)

#### **Q. NON-ENFORCEMENT OF OUR RIGHTS**

We can choose not to enforce or to delay in enforcing any of Our rights under this Agreement without losing them in the future.

#### **R. AMENDMENTS**

We can change these rules, including, for example, adding or increasing fees. We will give You notice of these changes as required by law.

### **ADDENDUM TO ELECTRONIC FUNDS TRANSFER AGREEMENT REQUIREMENTS FOR REMITTANCE TRANSFERS**

#### **A. REMITTANCE TRANSFER DEFINITIONS.**

- 1) **“Remittance Transfer”** means an International Wire Transfer.
- 2) **“Remittance Transfer Provider”** or **“provider”** means Sikorsky Financial Credit Union Inc., We, Us or Our.
- 3) **“Sender”** means an account holder at Sikorsky Credit Union who for personal, family or household purposes requests Sikorsky Credit Union to send an international wire transfer to a designated recipient.
- 4) **“Designated recipient”** means any person designated as the authorized recipient of a wire transfer to be received at a location in a foreign country.
- 5) **“Agent”** refers to a third party processor of international wire transfers, who is authorized by Us and acts for Us, as a provider of remittance transfers.
- 6) **“Business day”** means Monday through Friday, excluding federal and credit union holidays.
- 7) **Third party fees.** The term **“covered third party fees”** means any fees imposed on the remittance transfer by someone other than Us except for fees imposed by the designated recipient’s institution for receiving a remittance transfer into an account except if the institution acts as an agent of Ours.

#### **B. REMITTANCE TRANSFER DISCLOSURES**

Our remittance transfer disclosures will be provided to You as required under Regulation E. We will provide Your disclosures in writing unless You request the transfer entirely by telephone, in which case We will provide Your disclosures orally. Oral disclosures will also be written and sent to You by mail. We will accept a remittance transfer orally if You have completed a Sikorsky Credit Union Recurring Wire Transfer Agreement which We have previously accepted and maintain on file.

When You request a remittance transfer, but before You pay for the transfer, We will provide You with a pre-payment disclosure. The pre-payment disclosure will include the transfer amount; fees charged; and the exchange rate to convert the funds to a foreign currency if applicable. After You pay for the transfer, We will provide You with a receipt. The receipt will include the same information as the pre-payment disclosure in addition to the date (or approximate date) the funds will be available to the recipient; Your rights to dispute an error or cancel the transfer; and information on how You can contact regulatory agencies if You have a complaint. We may also disclose other information to You that is required by regulation.

#### **C. CANCELLATION OF A REMITTANCE TRANSFER**

You have the right to cancel a remittance transfer and obtain a refund of all the funds You paid to Us, including any fees. In order to cancel, You must contact Us at the following phone number:

Local (203) 377-2252 or Toll Free 1 (888) 753-5553, option 1, extension 5015

You must contact Us within 30 minutes of the time you made payment for the transfer You want to cancel.

When You contact Us, You must provide Us with information to help Us identify the transfer You wish to cancel, including the amount and location where the funds were sent. We will refund Your money within three business days of Your request to cancel the transfer as long as the funds have not already been picked up or deposited into the recipient’s account.

#### **D. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR REMITTANCE TRANSFER**

If You have questions or need more information about Your remittance transfer, You may request the information from Us by calling Us at the numbers below. If You think there has been an error or problem with Your remittance transfer, contact Us as soon as possible.

The best way to contact Us is by telephone. Our telephone numbers for remittance transfer error resolution are:

Local (203) 377-2252 or Toll Free 1 (888) 753-5553, option 1, extension 5015

Or write us at:

Sikorsky Credit Union  
Attn: Operations Department  
1000 Oronoque Lane  
Stratford, CT 06614

You must contact Us within 180 days of the date We told You that the funds would be made available to the recipient.

When You contact Us We will need to know the following:

1. Your name and address and telephone number;
2. The error or problem with the transfer, and why You believe it is an error or problem;
3. The name of the person receiving the funds, and if you know it, his or her telephone number and address;
4. The dollar amount of the transfer.

If You provide Us with incorrect or insufficient information, such as an incorrect account number or recipient institution identifier, you could lose the transfer amount. We will determine whether an error occurred within 90 days after You contact Us and We will correct any error promptly. We will tell You 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 any documents We used in Our investigation.