

Belonging Never Felt Better



(HEALTH SAVINGS ACCOUNT)

**VISA CHECK & CASH CARD FOR HEALTH SAVINGS ACCOUNTS
AND FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT**

In this Agreement the words "You," "Your," and "Yours" mean each and all of those who apply for, sign or use the VISA Check & Cash Card for your Health Savings Account, or who authorize another to sign or use the Card(s) and/or Account. "We," "Us," and "Our" mean Coast Central Credit Union.

"Card" means the VISA Check & Cash Card (which may be used to access your Health Savings Account) issued to you and any duplicates and/or renewals we may issue. "Account" means your Health Savings Account with us.

You agree to the following terms and conditions and any amendments thereto. By requesting and receiving, signing, using or permitting others to use a Card issued to you by us, you agree to the following terms:

CHARGES FOR CARD REPLACEMENT AND DOCUMENT REQUESTS: A charge for card replacement could be imposed if card losses become excessive (does not apply to instances of imprinting errors). If a copy of any periodic statement, or similar document is provided by us at your request (other than in connection with a billing error inquiry), a document charge for each periodic statement, or any other document may be imposed by us on your account. These charges are listed on our current schedule of service fees.

DEFAULT: You will be in default if (1) you do not keep a positive balance in your account; (2) you fail to abide by the terms of this Agreement; (3) your creditworthiness is impaired; or (4) you become insolvent or are the subject of bankruptcy or receivership proceedings. In the event of any action by us to enforce this Agreement, you agree to pay the costs thereof, reasonable attorney's fees, and other expenses.

RESPONSIBILITY: You agree to repay us according to the terms of this Agreement for all advances arising from the use of the Account by you or any other person you permit to use your Account, even if that person exceeds your permission. Any person using the Account is jointly and severally responsible with you.

CHANGE OF TERMS: This Agreement is the contract which applies to all transactions on your Account even though the Advance or other slips you sign or receive may contain different terms. You understand that we may amend, modify, add to, or delete from this Agreement any of its terms and conditions by mailing a notice of the change to you at your last known address. You also understand that any such notice will be mailed at least fifteen (15) days prior to the effective date of the change as required by Federal or other law. Notice of a change in terms is required, but may be sent as late as the effective date of the change where the change has been agreed to, in writing, by you.

TERMINATION: We may terminate this Agreement upon your default. Either we or you may terminate this Agreement for other good cause. In no event shall any termination relieve you of your obligation to repay sums already owed.

SURRENDER OF CARD(S): The Card(s) remains our property and, if we request, you must surrender to us all cards we have issued.

LOST OR STOLEN CARDS: To report lost or stolen card(s), please call us at (707) 445-8801 or (800) 974-9727, Monday through Friday between the hours of 8:30 a.m. to 5:30 p.m. After hours, weekends, or holidays, you'll need to block both the PIN and signature sides of your debit card by calling both of the following numbers: (800) 682-6075 **and** (800) 754-4128. When you're out of the country, you'll need to make **collect** calls to both of the following numbers: (206) 352-4950 **and** (767) 227-7004.

UNAUTHORIZED USE: You may be liable for the unauthorized use of your card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft or possible unauthorized use in writing at: Coast Central Credit Union, 2650 Harrison Avenue, Eureka, California, 95501 or by telephone at the number listed above. In any case, your liability for unauthorized use will not exceed \$50.00.

USING THE CARD: To make a purchase or obtain an advance, there are two alternative procedures to be followed. One is for you to present the card or card number to a participating VISA plan merchant, to us or to another financial institution, and sign or authorize a sales or cash advance draft. The other is to complete the transaction by using your Personal Identification Number (PIN) in conjunction with the card in an Automated Teller Machine or other type or electronic terminal that provides access to the VISA system.

ELECTRONIC FUND TRANSFER: In the event a use of your card, or the account number of the card constitutes an Electronic Fund Transfer, the terms and conditions of your Electronic Fund Transfer Agreement and Disclosure with us shall govern such transactions to the extent the Electronic Fund Transfer Agreement and Disclosure expands or amends this Agreement.

FOREIGN TRANSACTIONS: Transactions made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The conversion rate to dollars, in accordance with VISA operating regulations for international transactions, will be at a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives or the government-mandated rate in effect for the applicable central processing date. In each instance, any third-party currency conversion fees may be added.

DELAY IN ENFORCEMENT: We can delay enforcing any of our rights under this Agreement without losing them.

GOVERNING LAW: You understand and agree that this Agreement is made in California and shall be governed by the laws of the State of California to the extent that California law is not inconsistent with controlling Federal law. You also understand that California's choice of law rules shall not be applied if they would result in the application of non-California law.

CHANGE OF NAME, ADDRESS, EMPLOYMENT STATUS: You understand and agree that you must report to us any change in your name, address or employment status.

COPY RECEIVED: You acknowledge receipt of a copy of this VISA Health Savings Account Check Card(s) Agreement and agree to and accept its terms.

IRS LIMITATIONS: The Internal Revenue Service (IRS) limits use of this account to qualified medical expenses and that any non-qualified expenditures must be reported to the IRS. In addition, if use of this account is for an unqualified expenditure, you must come into one of our Member Services Branches and complete a Health Savings Account withdrawal form.

NOTIFICATION IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR STATEMENT: If you think your statement is wrong, or if you need more information about a transaction on your statement, you must write to us on a separate sheet at the address listed on your statement. You should write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter you should give us the following information:

- Your name and Account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, you will describe the item you are not sure about.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE: We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days we must either correct the error or explain why we believe the statement was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. You do not have to pay any questioned amount while we are investigating, but you are still obligated to be responsible for the parts of the statement that are not in question.

If we find that we made a mistake on your statement, you will not have to pay any returned check fees related to any questioned amount. If we didn't make a mistake, you may have to pay these fees.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your statement. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50.00 of the questioned amount, even if your statement was correct.