

## WHITESVILLE COMMUNITY CREDIT UNION PRIVACY POLICY

### FACTS

#### WHAT DOES WHITESVILLE COMMUNITY CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

##### Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand Whitesville Credit Union's Privacy Policy.

At Whitesville Community Credit Union, we respect the privacy of our members. We recognize the importance of maintaining the confidentiality of your personal financial information. This notice describes the privacy policy and practices followed by Whitesville Community Credit Union. This notice explains what types of member information we collect and under what circumstances we may share it.

##### What?

The types of personal information we collect and share depend on the accounts or services you have with us. This information can include:

- Name, address, Social Security number, and income
- Account balances and transaction history
- Credit history and credit scores

When you are *no longer* our member, we will not share your information except as permitted or required by law as described in this notice.

##### How?

All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons Whitesville Community Credit Union chooses to share; and whether you can limit this sharing.

#### Reasons we can share your personal information

#### Does WCCU share?

#### Can you limit this sharing?

**For our everyday business purposes—**  
such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus

Yes

No

**For our marketing purposes—**  
to offer our products and services to you

Yes

No

**For joint marketing with other financial companies**

Yes

No

**For our affiliates' everyday business purposes—**  
information about your transactions and experiences

Yes

No

**For our affiliates' everyday business purposes—**  
information about your creditworthiness

No

We don't share

**For nonaffiliates to market to you**

No

We don't share

#### Questions?

Call (270) 233-4447, send us an email at [wccu@WhitesvilleCommunityCU.com](mailto:wccu@WhitesvilleCommunityCU.com) or write to us at: Whitesville Community Credit Union, PO Box 83, Whitesville, KY 42378.

## What we do

### How does Whitesville Community Credit Union protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also restrict access to nonpublic personal information about you to those employees and volunteers who need to know the information to provide products or services to you.

### How does Whitesville Community Credit Union collect my personal information?

We collect your personal information, for example, when you

- open an account or apply for a loan
- apply for any credit union service
- you visit our website, provide us information on any online application or transaction, or information you send to us by email.
- use your credit or debit card or pay your bills
- make deposits to or withdrawals from your accounts

We also collect your personal information from others, including credit bureaus or other companies.

### Why can't I limit all sharing?

Federal law only gives you the right to limit information sharing as follows:

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

## Definitions

### Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include companies with a common corporate identity of Whitesville Community Credit Union.*

### Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Whitesville Community Credit Union does not share with nonaffiliates so they can market to you, except for our joint marketing arrangements.*

### Joint marketing

A formal agreement between Whitesville Community Credit Union and a nonaffiliated financial company where we jointly market financial products or services to you.

- *Our joint marketing partners include financial service providers & insurance companies..*

# **CHECK 21 DISCLOSURE NOTICE**

## **SUBSTITUTE CHECKS AND YOUR RIGHTS**

### **IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT**

#### **\*What is a substitute check?**

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "*This is a legal copy of your check. You can use it the same way you would use the original check.*" You may use a substitute check as a proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

#### **\*What are my rights regarding substitute checks?**

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

#### **\*How do I make a claim for a refund?**

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

**WHITESVILLE COMMUNITY CREDIT UNION**  
**P.O. BOX 83**  
**WHITESVILLE, KY 42378**  
**PHONE: (270) 233-4447**  
**E-MAIL: WHITESVILLECOMMUNITYCU.COM**

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include-

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check [and/or] the following information to help us identify the substitute check: (*identifying information for example the check number, the name of the person to whom you wrote the check, the amount of the check*).

#### NOTICE

The U.S. Department of the Treasury and the Federal Reserve Board have issued a final rule to implement applicable provisions of the Unlawful Internet Gambling Enforcement Act of 2006 which is effective December 1, 2009.

The Act prohibits any person engaged in the business of betting or wagering from knowingly accepting payments in connection with the participation of another person in “unlawful Internet gambling,” defined as “placing, receiving, or otherwise knowingly transmitting a bet or wager by any means which involves the use, at least in part, of the Internet where such bet or wager is unlawful under any Federal or State law in the State in which the bet is made.”

In accordance with the requirements of the UNLAWFUL Internet Gambling Enforcement Act of 2006 and Regulation GG, this notification is to inform you that restricted transactions are prohibited from being processed through your account or relationship with Whitesville Community Credit Union, Inc. Restricted transactions are transactions in which a person accepts credit, funds, instruments or other proceeds from another person in connection with unlawful Internet gambling.

REG. CC REFERENCE GUIDE – HOLDS

Effective 7-21-2011, Section 1086 of the Dodd-Frank Act amends the Expedited Funds Availability Act to require depository institutions to make the first \$200 of funds deposited by certain check(s) into an account available for withdrawal on the business day after the banking day that a deposit is received. Prior to 7-21-2011, depository institutions were required to make the first \$100 available on the business day after such a deposit.

Effective 7-1-2020, the following new rules apply:

Reg CC Funds Availability Reference Aid

7/1/2020

Types of Deposited Items	Deposited In a Payee's Account				Deposited in Foreign ATM	
	Yes (i.e., check payable to Mbr/Acct Hldr)		No (i.e., check not payable to Mbr/Acct Hldr)			
	In Person	Not in Person	In Person	Not in Person		
Cash	Next Day Avail.	2 Day	NA, follow holds to the left		5 day*	

Types of Deposited Items	Deposited In a Payee's Account				Deposited in Foreign ATM	
	Yes (i.e., check payable to Mbr/Acct Hldr)		No (i.e., check not payable to Mbr/Acct Hldr)			
	In Person	Not in Person	In Person	Not in Person		
Electronic Deposits - Wire	Next Day Availability		NA, follow holds to the left		NA	
Electronic Deposits - ACH	SAME Day actually received		NA, follow holds to the left		NA	

Reg CC Funds Availability Reference Aid

7/1/2020

Types of Deposited Items	Deposited In a Payee's Account				Deposited in Foreign ATM	
	Yes (i.e., check payable to Mbr/Acct Hldr)		No (i.e., check not payable to Mbr/Acct Hldr)			
	In Person	Not in Person	In Person	Not in Person		
On Us < \$5525	Next Day Availability up to \$5525				5 day*	
New Account	\$0 Next Day, No Maximum hold				No Max	
Large Deposit > \$5525	On amounts up to \$5525, Next Day Availability Only on amounts >\$5525, 2 day				5 day up to \$5525 11 day > \$5525	
Redeposited Items (A)						
Repeat Overdraft Acct (B)	\$0 Next Day, 2 day				11 day	
Reasonable Cause						
Emergency Condition**	\$0 Next Day, No Limit					

Types of Deposited Items	Deposited In a Payee's Account				Deposited in Foreign ATM	
	Yes (i.e., check payable to Mbr/Acct Hldr)		No (i.e., check not payable to Mbr/Acct Hldr)			
	In Person	Not in Person	In Person	Not in Person		
Regular Checks < \$5525	Next day \$225, 2nd day \$450 cash by 5PM, 3rd day remainder up to \$5525.				5 day*	
New Account	\$0 Next Day, No Maximum hold				No Max	
Large Deposit > \$5525	On ams up to \$5525, Next day \$225, 2nd day \$450 cash by 5PM, 3rd day remainder to \$5525. Only on amounts >\$5525, 7 day				5 day up to \$5525 11 day > \$5525	
Redeposited Items (A)						
Repeat Overdraft Acct (B)	\$0 Next Day, 7 day				11 day	
Reasonable Cause						
Emergency Condition**	\$0 Next Day, No Limit					

Types of Deposited Items	Deposited In a Payee's Account				Deposited in Foreign ATM	
	Yes (i.e., check payable to Mbr/Acct Hldr)		No (i.e., check not payable to Mbr/Acct Hldr)			
	In Person	Not in Person	In Person	Not in Person		
US Treasury Checks < \$5525 RTTN begins with "0000"	Next Day Avail. up to \$5525		Next Day \$225, 2nd day \$450 cash by 5pm, 3rd day remainder up to \$5525		5 day*	
New Account	Next Day up to \$5525, 9 day on amounts > \$5525		0\$ Next day No Max hold		No Max	
Large Deposit > \$5525	On amounts up to \$5525, Next Day Avail. Only on amounts >\$5525, 7 day		Next Day \$225, 2nd day \$450 cash by 5pm, 3rd day remainder up to \$5525		5 day up to \$5525 11 day > \$5525	
Redeposited Items (A)						
Repeat Overdraft Acct (B)	\$0 Next Day, 7 day				11 day	
Reasonable Cause						
Emergency Condition**	\$0 Next Day, No Limit					

Types of Deposited Items	Deposited In a Payee's Account				Deposited in Foreign ATM	
	Yes (i.e., check payable to Mbr/Acct Hldr)		No (i.e., check not payable to Mbr/Acct Hldr)			
	In Person	Not in Person	In Person	Not in Person		
<b>US Postal Money Orders</b> Max Domestic = \$1000 Max Foreign = \$700	Next Day Avail. up to \$5525	\$225 Next Day, 2 day on remainder up to \$5525	Next Day \$225, 2nd day \$450 cash by 5pm, 3rd day remainder up to \$5525		5 day*	
<b>Gov't (state or local)</b> <b>FRB or FHLB</b> <b>Cashiers, Teller, Certified</b>						
New Account	Next day up to \$5525	\$0 Next Day 2 day up to \$5525  9 day on amt > \$5525	0\$ Next day No Max hold		No Max	
Large Deposit > \$5525	Next Day up to \$5525	\$225 Nex Day, 2 day on rest up to \$5525	Next Day \$225, 2nd day \$450 cash by 5pm, 3rd day remainder up to \$5525		5 day up to \$5525	
			Only on amounts >\$5525, 7 day		11 day > \$5525	
Redeposited Items (A)						
Repeat Overdraft Acct (B)		\$0 Next Day, 7 day			11 day	
Reasonable Cause						
Emergency Condition**		\$0 Next Day, No Limit				

\*Note that 229.12(d) allows hold on Foreign ATM deposits to be extended by 1 day beyond the 5 if \$450 cash available by 5PM on 5th day.

\*\* Emergency condition = interruption of communication, computer, weather delay, or other conditions beyond our control.

(A) Repeated Items - exception does not apply if the check is corrected for missing endorsement or post dated check now good

(B) Repeated Overdraft Account = in the past 6 mo's the account was negative 6 days or had a negative balance of at least \$5525 two days

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