

**FIRE POLICE CITY COUNTY FEDERAL CREDIT UNION**

3306 North Clinton Street

Fort Wayne, IN 46805

Tel: 260-484-2102



**Personal Line of Credit  
Agreement and Disclosure**

MEMBER/BORROWER(S) NAME AND ADDRESS	ACCOUNT/MEMBER NO.	EFFECTIVE DATE
	APPROVED CREDIT LIMIT	

This Personal Line of Credit Agreement and Disclosure with the accompanying TotalLoan Simplified Loan Program Agreement Addendum (provided from time to time and is made a part of this Agreement by reference) is the entire Agreement between you and the Credit Union. There are no verbal understandings or agreements between you and the Credit Union. The Agreement will not be in effect until the Credit Union notifies you that it has approved your application. "You" and "Your" means each person who signs this Agreement as borrower and co-borrower. "Credit Union" means the Credit Union named above and includes anyone to whom the Credit Union transfers its rights under this Agreement.

Interest Rates and Interest Charges	
ANNUAL PERCENTAGE RATE	Personal Line of Credit/Overdraft Protection - _____ %
Minimum Interest Charge	None
Paying Interest	You will be charged interest from the transaction date.
Fees	
Annual Fee	None
Penalty Fees	
Late Payment	You will be charged a late fee of \$25.00 if your payment is received ten (10) or more days after the due date.
Return Payment	\$30.00

**How We Will Calculate Your Balance:** We use a method called "Daily Balance". See your account agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your Account agreement.

**Daily Periodic Rate:** The corresponding daily periodic rate is: \_\_\_\_\_ %.

**Minimum Monthly Payment** Your Minimum Payment is the total arrived at by adding together the amount of the basic periodic payment for each Sub-account, plus any amount by which your outstanding balance exceeds your credit limit. The basic periodic payment for all your Sub-account(s) is disclosed to you on the Funds Advance Voucher when funds are advanced to you under that Sub-account or as shown on your statement.

**Promise to Pay:** You applied for credit with the Credit Union according to the terms and conditions of this TotalLoan Personal Line of Credit Agreement. You also apply for such credit as you may from time to time request. If your TotalLoan Simplified Loan Program Application is approved, you agree to all terms and conditions of this Agreement. You promise to pay the Credit Union the aggregate of all sums advanced from time to time plus a finance charge (interest) and any other charges in regular periodic payments as disclosed to you. You further promise to pay the Credit Union all amounts charged to your account by any user who has access to your account with actual, apparent or implied authority to use your account, including finance charges and other fees and charges.

**Advances:** You may request loan advances in person, by mail, by telephone or by other electronic means made available by the Credit Union. The Credit Union may refuse to make an advance at any time for any reason not prohibited by law. If you request an advance other than in person, the Credit Union will deposit the advance in one of your Credit Union accounts. From time to time, the Credit Union may permit you to obtain an advance by other means such as: (1) third parties on your behalf, (2) use of a PIN and plastic card at designated automatic teller machines, (3) by overdrawing your Credit Union checking account or (4) by other electronic devices. The Credit Union may require you to prove your identity. We may rely on any telephone or other electronic communication directing the transfer of funds advanced under this Agreement to your checking account which is received by us in good faith by anyone reasonably believed by us to be you.

**Overdraft Protection:** We will extend credit to you under the terms and conditions of this Agreement. We will advance funds from your Account to your associated Share Draft/Checking Account if you overdraw your Share Draft/Checking Account, whether intentionally or not. Any checks, electronic debits or other charges presented against your Share Draft/Checking Account, including checks drawn by someone actually or apparently acting for you, will trigger an advance under this Agreement. We will make advances in increments in the amount needed to pay any item which creates an overdraft of your Share Draft/Checking Account, up to the balance remaining on your credit limit. You hold us harmless from any and all liability if the transfer does not occur.

**Credit Limit:** You agree not to exceed the credit limit we periodically set for the Account. We may reduce or eliminate your credit limit at any time at our sole reasonable discretion. We may, but are not required to, extend credit in excess of your credit limit. If we do extend credit in excess of your credit limit, it does not create an obligation for us to do so again in the future.

**Joint Accounts:** If more than one person authenticates (signs) this Agreement, the obligations and liabilities of each shall be joint and several. This means the Credit Union can enforce its rights under this Agreement against any one of you or against all of you together. Unless Credit Union policy requires each of you to authenticate for an advance, each of you authorizes the other(s) to get advances individually. This means that an advance can be made upon the request of only one of you and the proceeds can be received by only one of you. If the Credit Union receives inconsistent instructions, it can refuse to follow your instructions.

**Finance Charge:** You will pay a finance charge (interest) for all advances. The finance charge begins to accrue on the date of the advance. The finance charge is computed by taking the unpaid balance for each day since your last payment (or if you have not yet made a payment, from the time of an advance) and multiplying by the applicable daily periodic rate. The sum of these amounts is the finance charge. The balance used to compute the finance charge is the unpaid balance each day after payments and credits have been subtracted and additions (such as new advances, other charges, insurance premiums) have been added.

**Late Charge:** If your payment is not received by the payment due date shown on your statement you will be charged a \$25.00 late charge on the 10th day of delinquency.

**Repayment:** All payments will be applied in the order determined by the Credit Union to what you owe. You may prepay all or part of any loan sub-account at anytime without penalty. However, if a balance remains owing, you are still required to make your regular periodic payment. A partial payment will not automatically reduce your periodic payment unless the remaining amount owed is less than the payment amount. In that case your payment will be an amount equal to the remaining balance plus a finance charge and any other outstanding charges.

Payments must include any past due amount, amounts advanced to you over your limit, advances made to reimburse the Credit Union for expenses it incurs to protect or enforce its rights, late charges, and insurance premiums, if any. Any unpaid portion of the finance charge or late charges will be paid by later payments and will not be added to the principal. Payments must be received at an office of the Credit Union by closing on a business day to be credited to your loan account on the same day. If any payments are less than the total minimum payment due under this Agreement, the Credit Union may allocate such payment at its sole discretion.

**Skip Payments:** At the Credit Union's option and on terms we state from time to time, we may allow you to skip payments. If you accept any skip payment, you understand that the Finance Charge (daily interest rate) will continue to be applied. However, no late charges will apply for authorized skip payments. Further, no skip payment will extend the term of any credit insurance policy you may have obtained through the Credit Union as part of this Agreement.

**Statements:** You will receive a periodic statement showing the transactions under this Agreement for the period covered by the statement. Unless otherwise required by law, notice to any one of you will be considered notice to all. Your statement will be considered a correct statement of your account unless you notify the Credit Union within 60 days of the statement date.

**Updated Information:** You will provide updated financial information to the Credit Union on its request. The Credit Union may from time to time obtain information about you from credit reporting agencies or other sources. You will notify the Credit Union if you change your name, place of employment or if you move. You attest that your name(s) used in this Agreement is your correct legal name and that the address(es) given are your place of residence.

**Changes to this Agreement:** The Credit Union can change the terms of this Agreement, including any periodic rate and corresponding Annual Percentage Rate, in accordance with applicable laws and regulations. Any such changes may apply to outstanding balances as well as additional advances to the extent permitted by law. An increase in the daily periodic rate because of a variable interest rate is not considered a change in terms.

**Termination of this Agreement:** You or the Credit Union can cancel this Agreement at anytime. Termination of this Agreement by you or the Credit Union will not change your obligations with respect to outstanding loans.

**No Waiver of Rights:** The Credit Union's delay or failure to exercise its rights does not give up or waive these rights. The Credit Union's acceptance of partial or late payments, even if marked paid in full, does not waive any of its rights.

**Successors:** Anyone taking your place such as heirs, legal representatives, or successors has the same obligations as you have under this Agreement.

**Partial Validity:** If the law or any court decision makes any part of this Agreement invalid or unenforceable, the other terms will remain in effect.

**Security:** To provide the credit union with security for payment and performance of all of your obligations to us under this Disclosure Statement and Agreement, which may now exist or may exist in the future, **YOU PLEDGE TO THE CREDIT UNION ALL PRESENT AND FUTURE SHARES YOU HAVE IN ANY ACCOUNT IN THE CREDIT UNION IN WHICH YOU HAVE AN INTEREST. YOU AUTHORIZE THE CREDIT UNION TO TAKE THAT MONEY AND APPLY IT TO WHAT YOU OWE IF YOU ARE IN DEFAULT.** The Credit Union may, but do not have to, allow you to withdraw a portion of your shares or other funds without affecting your security interest.

**Additional Provisions of Totaloan Personal Line of Credit Agreement and Disclosure**

Furthermore, with respect to all of your secured Sub-accounts set forth on the attached Interest Rate Addendum you are giving the credit union a security interest in certain other personal property of the type described as the "Type of Sub-account" for each Sub-account, which property will be individually identified in separate Funds Advance Vouchers, which you will receive at the time of each Advance made under any Sub-account, as well as in any accessions to such property and in any proceeds from the sale of the property (all of the above collectively referred to as the "Collateral"). Any other Collateral taken as security under the Plan will be specifically identified on the Funds Advance Voucher. The Collateral also secures any other loans (except any real and/or other residential property securing such loans) that you may now or in the future have with us. Collateral securing any other loans you may now or in the future have with the credit union (except any real and/or other residential property securing such loans) will secure all Advances under the Plan. If you have a "Share Pledge" Sub-account(s), you agree that you cannot withdraw any amount that you have agreed to keep in such Sub-account(s) as described in the Funds Advance Voucher. The lien and/or security interest given above will not apply to any of your Keogh, Individual Retirement Accounts or other tax-deferred accounts. If the collateral is household goods as defined by the Federal Trade Commission Fair Credit Practices Credit Rule, it secures obligations for the purchase money for the collateral on a consolidation or refinancing of such obligations.

**Credit Insurance:** If you qualified for and elected optional credit insurance coverage for the Plan, you understand that the premium charges for coverage are added to your account each month and are collected as part of your periodic payment. Premium rates are not guaranteed. However, you will be notified in advance if rates change.

**Default:** To the extent permitted by state law, you will be in default if, (1) you fail to make any payment on time, (2) you die, (3) in the event of your insolvency or the filing of any requests for relief under the bankruptcy code by or against you, (4) you are the subject of any legal process which seeks to attach your Credit Union account, (5) you have given the Credit Union any false or inaccurate information in obtaining a loan, (6) you do any act or fail to do any act which the Credit Union believes endangers any collateral, (7) you break any promise you have made under this Agreement or if the Credit Union reasonably believes your ability to repay is impaired, (8) you are in default on any other loan agreement with the Credit Union.

**Remedies:** If you are in default, the Credit Union may, after expiration of any right you have under state law to cure your default, require immediate payment of any or all amounts you owe under this Agreement or any other loan you have with the Credit Union and take possession of the collateral. You waive any right to demand for payment, notice of intent to accelerate and notice of acceleration. You will continue to pay interest until you repay what you owe at the loan interest rate unless a default interest rate is disclosed as part of this Agreement (or on the Totaloan Simplified Loan Program Agreement Addendum). The Credit Union can exercise any right given to it by the Uniform Consumer Credit Code or other applicable law. The Credit Union may delay taking any action to protect its rights as many times as it wants and as long as it wants without losing them.

**Collection Costs:** If collections efforts are required by the Credit Union, you agree to pay all costs and expenses incurred in the collection of any sum due, and in addition, if the holder hereof, after default, shall place this note in the hands of an attorney or collection agency, for collection, to pay reasonable attorney's fees, interest and fines due on this note at the time of the employment of such attorney or collection agency to the extent permitted by state law.

**Other Terms:** The Credit Union may delay taking action to defend its rights as many times as it wants and as long as it wants without losing them. If any part of this Totaloan Simplified Loan Program Agreement and Disclosure is determined by court or by law to be invalid or unenforceable, the rest will remain in effect. All the Credit Union's rights shall inure to the benefit of its successors and assigns and all of your obligations shall bind your heir or legal representatives or successors. You authorize the use of electronic signatures, facsimile signatures and photocopied signatures for all purposes of authenticating this Loan and Security Agreement. Those signatures to have the same force in effect as original signings for all transactions included in applications and Agreements with the Credit Union.

**Notice:** You promise that your name and address shown in this Agreement is your legal name and place of residence and such place is the proper address for all notice(s) that may be required and you further understand that changes in address must be submitted to the Credit Union in writing to be effective.

**Amendments:** We may amend this Agreement from time to time by sending a notice to any of you at the current address shown on our records for this Account. Unless we state otherwise, the outstanding balance existing on the effective date of any amendment will be subject to the terms of the amended agreement.

**Governing Law:** Except to the extent that Federal Law is applicable, the laws of the state in which this document is written shall govern the validity, construction and enforcement of this Agreement.

**Your Billing Rights: Keep This Document For Future Use**

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

**What To Do If You Find A Mistake On Your Statement**

If you think there is an error on your statement, write to us at the address shown in this Agreement.

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing (or electronically). You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain why we believe the bill was correct.

**While we investigate whether or not there has been an error:**

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**After we finish our investigation, one of two things will happen:**

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill.

We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

**LIABILITY FOR UNAUTHORIZED USE OF YOUR ATM CARD OR PERSONAL IDENTIFICATION NUMBER (PIN) WHEN USED TO ACCESS LINE OF CREDIT BY OVERDRAFT:** You may be liable for the unauthorized use of your ATM Card if the card is used to access your line of credit by overdraft. You will not be liable for unauthorized use that occurs after you notify us at the phone number or address for the Credit Union on page 1, orally or in writing, of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50. The Regulation E section in your member account agreement with us discloses your liability and billing right for card transactions other than when the card directly accesses your overdraft protection line of credit.

**SIGNATURES**

By signing below you agree to be bound by the Terms and Conditions of this Agreement. You acknowledge receiving a copy of and reading the Totaloan Personal Line of Credit Agreement and Disclosure. You understand that this Agreement grants the Credit Union a Security Interest in all individual and joint accounts you have in the Credit Union, now and in the future with the exception of those accounts that would have an adverse tax consequence if pledged as collateral

**CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT.**

**X**  
Borrower Signature \_\_\_\_\_ Date \_\_\_\_\_

**X**  
Co-Borrower Signature \_\_\_\_\_ Date \_\_\_\_\_

MEMBER/BORROWER(S) NAME AND ADDRESS	ACCOUNT/MEMBER NO.	EFFECTIVE DATE
	APPROVED CREDIT LIMIT	

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Interest Rates and Interest Charges	
ANNUAL PERCENTAGE RATE	Personal Line of Credit/Overdraft Protection - _____ %
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## Additional Provisions of TotalLoan Personal Line of Credit Agreement and Disclosure

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**Credit Insurance:** If you qualified for and elected optional credit insurance coverage for the Plan, you understand that the premium charges for coverage are added to your account each month and are collected as part of your periodic payment. Premium rates are not guaranteed. However, you will be notified in advance if rates change.

**Default:** To the extent permitted by state law, you will be in default if, (1) you fail to make any payment on time, (2) you die, (3) in the event of your insolvency or the filing of any requests for relief under the bankruptcy code by or against you, (4) you are the subject of any legal process which seeks to attach your Credit Union account, (5) you have given the Credit Union any false or inaccurate information in obtaining a loan, (6) you do any act or fail to do any act which the Credit Union believes endangers any collateral, (7) you break any promise you have made under this Agreement or if the Credit Union reasonably believes your ability to repay is impaired, (8) you are in default on any other loan agreement with the Credit Union.

**Remedies:** If you are in default, the Credit Union may, after expiration of any right you have under state law to cure your default, require immediate payment of any or all amounts you owe under this Agreement or any other loan you have with the Credit Union and take possession of the collateral. You waive any right to demand for payment, notice of intent to accelerate and notice of acceleration. You will continue to pay interest until you repay what you owe at the loan interest rate unless a default interest rate is disclosed as part of this Agreement (or on the TotalLoan Simplified Loan Program Agreement Addendum). The Credit Union can exercise any right given to it by the Uniform Consumer Credit Code or other applicable law. The Credit Union may delay taking any action to protect its rights as many times as it wants and as long as it wants without losing them.

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**Notice:** You promise that your name and address shown in this Agreement is your legal name and place of residence and such place is the proper address for all notice(s) that may be required and you further understand that changes in address must be submitted to the Credit Union in writing to be effective.

**Amendments:** We may amend this Agreement from time to time by sending a notice to any of you at the current address shown on our records for this Account. Unless we state otherwise, the outstanding balance existing on the effective date of any amendment will be subject to the terms of the amended agreement.

**Governing Law:** Except to the extent that Federal Law is applicable, the laws of the state in which this document is written shall govern the validity, construction and enforcement of this Agreement.

### Your Billing Rights: Keep This Document For Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

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#### What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain why we believe the bill was correct.

#### While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

#### After we finish our investigation, one of two things will happen:

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within **10 days** telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill.

We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

**LIABILITY FOR UNAUTHORIZED USE OF YOUR ATM CARD OR PERSONAL IDENTIFICATION NUMBER (PIN) WHEN USED TO ACCESS LINE OF CREDIT BY OVERDRAFT:** You may be liable for the unauthorized use of your ATM Card if the card is used to access your line of credit by overdraft. You will not be liable for unauthorized use that occurs after you notify us at the phone number or address for the Credit Union on page 1, orally or in writing, of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50. The Regulation E section in your member account agreement with us discloses your liability and billing right for card transactions other than when the card directly accesses your overdraft protection line of credit.