



IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

PENNSYLVANIA STATE EMPLOYEES  
CREDIT UNION,

Plaintiff

vs.

LORI R. RODKEY and  
PAUL RODKEY,

Defendants

: NO.

:

:

:

:

:

:

:

:

CIVIL ACTION -LAW

07-80-CD

NOTICE TO DEFEND

Pursuant to PA RCP No. 1018.1

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after the Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CAN NOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
(800)692-7375

FILED

JAN 16 2007

Att'y pd. \$5.00  
ICC Sheriff

William A. Shaw  
Prothonotary/Clerk of Courts

July 9, 2007 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

Deputy Prothonotary

Document #: 180057.1

EN LA CORTE DE ALEGATOS COM ÚN DEL CONDADO DE  
CLEARFIELD, PENNSYLVANIA

PENNSYLVANIA STATE EMPLOYEES	:	NO.
CREDIT UNION,	:	
Plaintiff	:	
	:	
vs.	:	
	:	
LORI R. RODKEY and	:	
PAUL RODKEY,	:	
Defendants	:	CIVIL ACTION -LAW

AVISO PARA DEFENDER

Conforme a PA Núm. 1018.1

USTED HA SIDO DEMANDO/A EN LA CORTE. Si usted desea defender conta la demanda puestas en las siguientes páginas, usted tienen que tomar acción dentro veinte (20) días después que esta Demanda y Aviso es servido, con entrando por escrito una apariencia personalmente o por un abogado y archivando por escrito con la Corte sus defenses o objeciones a las demandas puestas en contra usted. Usted es advertido que si falla de hacerlo el caso puede proceder sin usted y un juzgamiento puede ser entrado contra usted por la Corte sin más aviso por cualquier dinero reclamado en la Demanda o por cualquier otro reclamo o alivio solicitado por Demandante. Usted puede perder dinero o propiedad o otros derechos importante para usted.

USTED DEBE LLEVAR ÉSTE PAPEL A SU ABOGADO ENSEGUIDA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELÉFONO LA OFICINA FIJADA AQUÍ ABAJO. ESTA OFICINA PUEDE PROVEERÉ CON INFORMACIÓN DE CÓMO CONSEGUIR UN ABOGADO.

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ÉSTA OFICINA PUEDE PROVEERÉ INFORMACIÓN ACERCA AGENCIAS QUE PUEDAN OFRECER SERVICIOS LEGAL A PERSONAS ELIGIBLE AQ UN HONORARIO REDUCIDO O GRATIS.

Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
(800)692-7375

**IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA**

<b>PENNSYLVANIA STATE EMPLOYEES CREDIT UNION,</b>	:	<b>NO.</b>
<b>Plaintiff</b>	:	
	:	
<b>vs.</b>	:	
	:	
<b>LORI R. RODKEY and PAUL RODKEY,</b>	:	
<b>Defendants</b>	:	<b>CIVIL ACTION -LAW</b>

**COMPLAINT**

AND NOW, comes Plaintiff, Pennsylvania State Employees Credit Union, by and through its attorneys, Melissa L. Van Eck, Esquire and states the following cause of action and in support thereof, avers as follows:

1. Plaintiff, Pennsylvania State Employees Credit Union, is a financial institution qualified to conduct business in the Commonwealth of Pennsylvania with offices and/or a place of business situate at 1 Credit Union Place, Harrisburg, Dauphin County, Pennsylvania.
2. Defendant, Lori R. Rodkey, is an adult individual with a last known address of RR1 Box 87C, Frenchville, PA 16836.
3. Defendant, Paul Rodkey, is an adult individual with a last known address of RR1 Box 87C, Frenchville, PA 16836.
4. Defendants are, and at all relevant time material hereto have been, the primary loan applicants.
5. Defendants applied to Plaintiff for a personal service and VISA loan. A true and correct copy of said application is attached hereto, incorporated herein and marked as Exhibit "A".

6. The application submitted by Defendants was approved by Plaintiff.
7. Pursuant to the loan application marked as Exhibit "A", Defendants agreed to the terms and conditions of the extension of credit as set forth in the Loanliner Credit and Security Agreement (hereinafter referred to as "Contract"). A true and correct copy of the Loanliner Credit and Security Agreement is attached hereto, incorporated herein and marked as Exhibit "B".
8. Defendants have accepted the monies borrowed from Plaintiff pursuant to the terms and conditions of the Contract marked as Exhibit "B".
9. Various charges and payments were made by Defendants on the account
10. Defendants have defaulted on the loan by failing to make timely and regular payments.
11. The last payment made by Defendants was on July 18, 2005, with regard to the pesonal service loan account. The last payment by defendants was on May 24, 2005, with regard to the VISA loan account.
12. Defendants were required under the contract to make regular and timely payments.
13. Plaintiff has maintained a statement of account keeping an accurate and running amount of debits and credits made on Defendants' account.
14. Plaintiff has submitted to Defendants a copy of the statement of account accurately showing all debits and credits for transactions with Defendants.
15. Defendants have not objected to any of the monthly statements of account submitted by Plaintiff to Defendants.

16. Despite Plaintiff's reasonable and repeated demands for payment, Defendants have failed, refused and continue to refuse to pay all sums due and owing on Defendants' loan account balance, all to the damage of Plaintiff.

17. As of January 12, 2007, the balance due, owing and unpaid on Defendants' loan account with Plaintiff is the sum of Eleven Thousand Seven Hundred Fifty-eight Dollars and 93/100 (\$11,758.93).

18. Pursuant to the terms and conditions of the extension of credit contained in the Contract, Plaintiff is entitled to receive and Defendants agreed to pay an annual interest charge on the principal loan balance.

19. Pursuant to the terms and conditions of the extension of credit as set forth in Exhibit "B", Defendants agreed to pay reasonable attorney's fees and all court and collection costs.

20. Plaintiff has retained the services of Melissa L. Van Eck, Esquire of Van Eck & Van Eck, in the collection of the amounts due and owing by Defendants.

21. As of the filing of this Complaint, Plaintiff has incurred reasonable attorney's fees from said law office incident to the within action, and Plaintiff shall continue to incur such attorney's fees throughout the conclusion of the proceedings.

22. The amount of attorney's fees incurred in this matter is the sum of Two Thousand Three Hundred Seventy-six Dollars and 78/100 (\$2,376.78).

23. Any and all conditions precedent to the bringing of this action have been performed by Plaintiff.

24. The amount in controversy is within the jurisdictional amount requiring compulsory arbitration.

**WHEREFORE**, Plaintiff, Pennsylvania State Employees Credit Union, respectfully requests this Honorable Court to enter judgment in favor of Plaintiff and against Defendants, Lori R. Rodkey and Paul Rodkey, in the amount of Eleven Thousand Seven Hundred Fifty-eight Dollars and 93/100 (\$11,758.93), plus interest, reasonable attorney's fees in the amount of Two Thousand Three Hundred Seventy-six Dollars and 78/100 (\$2,376.78), the costs of this action, and such other relief as the Court deems just and proper.

Respectfully submitted,

VAN ECK & VAN ECK, P.C.

By: 

Melissa L. Van Eck, Esquire

Attorney I.D. No. 85869

P.O. Box 6662

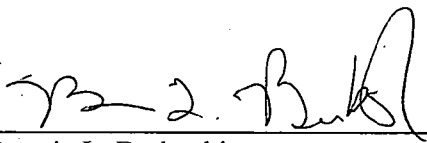
Harrisburg, PA 17112

717.540.5406

### VERIFICATION

I, Bonnie L. Berkoski, hereby certify that the following is correct:

The facts set forth in the foregoing Complaint are based upon information which I have furnished to counsel, as well as upon information which has been gathered by counsel and/or others acting on my behalf in this matter. The language of the Complaint is that of counsel and not my own. I have read the Complaint, and to the extent that it is based upon information which I have given to counsel, it is true and correct to the best of my knowledge, information, and belief. To the extent that the content of the Complaint is that of counsel, I have relied upon such counsel in making this Verification. I hereby acknowledge that the facts set forth in the aforesaid Complaint are made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
Bonnie L. Berkoski

Date: 7/12/07



EXHIBIT "A"

# PERSONAL SERVICE LOAN AND VISA ACTIVATION NOTICE

November 15, 2000

NOV 22 2000

NOV 21 2000

## Loan

### Information:

SS #: 168-52-9989

Applicant: LORI ROBERTSON

Ref #: 125246 301 N

Co-applicant: PAUL RODKEY

Approval Amount: \$11,500

Co-applicant SS #: 208-50-7713

Home Telephone #: 814 263-7258

Work Telephone #: 814 375-5950

### Signatures:

We acknowledge receipt of the PSECU LOANLINER Disclosure and Credit Agreement and agree to be bound by the terms set forth in said agreement.

  
Signature of LORI ROBERTSON

11/20/00  
Date


  
Signature of PAUL RODKEY

11/20/00  
Date

**NOTICE TO CO-APPLICANT:** The Co-applicant is a person who is responsible for the entire debt. The Co-applicant will also be obligated to pay fees and collection costs if any. PSECU can collect this debt from the Co-applicant without first trying to collect from the Applicant. PSECU can use the same collection methods against the Co-applicant that can be used against the Applicant. If this debt is ever in default, that fact may become a part of the Co-applicant's credit history. As a Co-applicant, you should make certain that you want to accept the responsibility for paying the entire debt.

- I would like an immediate PSL advance of \$\_\_\_\_\_. PURPOSE: \_\_\_\_\_  
Send a ☐ check, or ☐ deposit to my S4 (MoneyHandler/Checking Shares)
- Select your Personal Service Loan repayment option.  
☐ Payroll deduction ☐ Automatic Transfer ☐ Direct Payment ☐ Homebanking  
☐ Self Service Telephone
- I ☐ want ☐ do not want overdraft protection from my Personal Service Loan.
- I would like an immediate VISA advance of \$\_\_\_\_\_. PURPOSE: \_\_\_\_\_  
Send a ☐ check, or ☐ deposit to my S4 (MoneyHandler/Checking Shares)
- You may have one additional card issued on your VISA account. Indicate your choice below:
  - ☐ Please issue an additional card (with the same VISA number as mine) in the name of the co-applicant, PAUL RODKEY.
  - ☐ Please issue an additional card in the name below. I authorize him/her to use it and I accept full responsibility for all charges and/or cash advances just as though I made them. Authorized card holders may not order replacement cards or obtain VISA account information (i.e. detailed transactions, balance information, payment activity). LORI ROBERTSON must sign below.

\_\_\_\_\_  
Name of Authorized Card Holder

  
Signature of LORI ROBERTSON

SCANNED

**EXHIBIT "B"**



# Pennsylvania State Employees Credit Union

P.O. Box 67013 • Harrisburg, PA 17106-7013 • (717) 234-8484 Harrisburg, (800) 237-7328 Nationwide

## Loan Disclosures

### LOANLINER® CREDIT AND SECURITY AGREEMENT

This LOANLINER® Credit and Security Agreement, which includes the Truth in Lending Disclosures, will be referred to as the Plan. The Plan documents include this Agreement and an Addendum. You, your and borrower mean any person who signs the Plan. Credit Union, we, our and us mean PSECU or anyone to whom the Credit Union transfers its rights under the Plan. This is a multi-state document which may be used to lend to borrowers in all states.

**1. HOW THIS PLAN WORKS** — This is an open-end, multi-featured credit plan. We anticipate that, from time to time, you will borrow money (called "advances") under the Plan. We are not required to make advances to you under the Plan and can refuse a request for an advance at any time. The Addendum describes the different types of credit (called "subaccounts") available under the Plan, the current interest rate for each subaccount expressed as a daily periodic rate and corresponding annual percentage rate and other charges. It may also have other terms and a schedule for determining the payment amounts.

**2. CREDIT LIMIT** — We may, but do not have to, establish a credit limit on certain subaccounts. If a credit limit is set for a subaccount, you promise not to exceed the established credit limit. If you exceed the credit limit, you promise to repay immediately the amount which exceeds the credit limit.

**3. REPAYMENT** — You promise to repay all amounts you owe under the Plan plus interest. Payments are due on the last day of the month unless we set a different date at the time of an advance. If the Addendum has no payment schedule for a subaccount, your payment will be determined at the time of each advance. Payments must include any amount past due and any amount by which you have exceeded any credit limit you have been given for a subaccount. You may repay all or part of what you owe at any time without any prepayment penalty. Even if you prepay, you will still be required to make the regularly scheduled payments unless we agree in writing to a change in the payment schedule. If you have a joint share draft account, you will be responsible for paying all overdraft advances obtained by a joint holder of the share draft account. Payments will be applied in the order the Credit Union chooses.

**4. PLAN ACCESS** — You can obtain credit advances in any manner authorized by us. If we allow you to use your ATM/Debit card to access the Plan, you may be liable for the unauthorized use of your ATM/Debit card. You will not be liable for unauthorized use that occurs after you notify us, orally or in writing, of the loss, theft, or possible unauthorized use. If you believe your ATM/Debit card has been lost or stolen, immediately inform the Credit Union by calling or writing us at the telephone number or address that appears elsewhere in the Plan. If the card is used to obtain advances directly from the Plan, your liability will not exceed \$50. If the unauthorized withdrawal is from a share draft account, your liability is governed by the Regulation E disclosures you received at the time you received your ATM/Debit card, even if the withdrawal results in an advance being made from your overdraft subaccount.

**5. FINANCE CHARGE** — The dollar amount you pay for money borrowed is called a "finance charge" and begins on the date of each advance. A finance charge will be computed separately for each separate balance under the Plan. To compute the finance charge, the unpaid balance for each day since your last payment (or since an advance if you have not yet made a payment) is multiplied by the applicable daily periodic rate. The sum of these amounts is the finance charge owed. The balance used to compute the finance charge is the unpaid balance each day after payments and credits to that balance have been subtracted and any additions to the balance have been made. In addition to interest, we may charge other finance charges which are disclosed on the Addendum. If the interest rate is a variable interest rate, the Addendum explains how the variable interest rate works.

**6. SECURITY INTEREST** — The Plan is secured by the shares and deposits in all joint and individual accounts you have with the Credit Union now and in the future. Shares and deposits in an Individual Retirement Account and any other account which would lose special tax treatment under state or federal law if given as security are not subject to the security interest you have given in your shares and deposits. Additional security may be required depending on the subaccount under which an advance is requested. For example, a subaccount called "New Car Advances" means the security will be a new car. A subaccount called "Other Secured Advances" means you must offer security acceptable to the Credit Union for the advance. Property given as security for any advance under the Plan will secure all other amounts you owe under the Plan or under any other Agreement with us now or in the future. Property securing other loans with us may also secure the Plan. However, if you have given your dwelling as security for a loan with us, that dwelling will not secure an advance made under the Plan.

**7. PROPERTY INSURANCE, TAXES AND FEES** — You will be required to purchase property insurance on certain types of security that you give for advances. You may purchase the property insurance from anyone you choose who is acceptable to the Credit Union. The amount and coverage of the property insurance must be acceptable to us. You may provide the property insurance through a policy you already have, or

through a policy you get and pay for. You promise to make the insurance policy payable to us and to deliver the policy or proof of coverage to us if asked to do so.

If you cancel your insurance and get a refund, we have a right to the refund. If the property is lost or damaged, we can use the insurance settlement to repair the property or apply it towards what you owe. You authorize us to endorse any draft or check which may be payable to you in order for us to collect any refund or benefits due under your insurance policy. You promise to pay all taxes and fees (like registration fees) due on the property and to keep the property insured against loss and damage.

If you do not pay the taxes or fees on the property when due or keep it insured, we may pay these obligations, but we are not required to do so. Any money we spend for taxes, fees or insurance will be added to the unpaid balance of the advance and you will pay interest on those amounts at the same rate you agreed to pay on the advance. We may receive payments in connection with the insurance from a company which provides the insurance. We may monitor our loans for the purpose of determining whether you and other borrowers have complied with the insurance requirements of its loan agreements or may engage others to do so. The insurance charged added to your advance may include (1) the insurance company's payments to us and (2) the cost of determining compliance with the insurance requirements. If we add amounts for taxes, fees or insurance to the unpaid balance of your advance, we may increase your payments to pay the amount added within the term of the insurance or approximate term of the advance.

**8. NOTICE** — If you do not purchase the required property insurance, the insurance we may purchase and charge you for will cover only our interest in the property. The insurance will not be liability insurance.

**9. CREDIT INSURANCE** — Credit life and/or credit disability insurance is optional under the Plan. If you qualify for and purchase the insurance from us, you authorize us to add the insurance premiums monthly to your loan balance and charge you interest on the entire balance. If you elect credit insurance, your payments may increase or the period of time necessary to repay your advance may be extended beyond the approximate term stated on the Addendum. The credit insurance rates may change during the Plan. If the rates change, we will provide any notices required by applicable law.

**10. PERIODIC STATEMENT** — On a regular basis you will receive a statement showing all transactions under the Plan during the period covered by the statement. Statements and notices will be sent to you at the most recent address you have given us in writing. Unless applicable law requires notice to each joint borrower, notice to any one of you will be notice to all.

**11. JOINT ACCOUNTS** — If this is a joint account, each of you is individually and jointly responsible for paying all amounts owed. That means we can enforce our rights under the Plan against any one of you individually or against all of you together. If you give us inconsistent instructions, we can refuse to follow your instructions. Unless our written policy requires all of you to sign for an advance, each of you authorizes the other(s) to obtain advances individually and agrees to repay advances made to the other(s).

**12. FEES AND CHARGES** — If you give us a security interest in certain types of property, we may charge you a filing fee to perfect our interest in the property. If so, the amount of the fee will be disclosed to you at the time you obtain an advance. We may also charge you other fees in connection with the Plan. Those fees are disclosed on the Addendum and will be added to your loan balance unless you pay them in cash.

**13. UPDATING CREDIT INFORMATION** — You promise that you will promptly give us written notice if you move, change your name or employment, or if any other information you provided to us changes. Upon our request you also agree to provide us updated financial information.

**14. DEFAULT** — *The following paragraph applies to borrowers in Idaho, Kansas, Maine and South Carolina:* You will be in default if you do not make a payment of the amount required when it is due. You will also be in default if we believe the prospect of payment, performance, or realization on any property given as security is significantly impaired.

*The following paragraph applies only to borrowers in Wisconsin:* You will be in default if you fail to make a payment when due two times during any 12-month period. You will be in default if breaking any promise made under the Plan materially impairs your ability to repay what you owe. You will also be in default if breaking any promise made under a Security Agreement made in connection with an advance, materially impairs the condition, value, or protection of or our right in the property you gave as security.

*The following paragraph applies only to borrowers in Iowa:* You will be in default if you are more than 10 days late in making a payment. You will also be in default if

**LOANLINER® Credit and Security Credit Agreement (continued)**

you do not comply with the terms of the Plan and your failure to comply materially impairs any property you gave as security of your ability to repay what you owe under the Plan.

**The following paragraph applies to borrowers in all other states:** You will be in default if you do not make a payment of the amount required when it is due. You will be in default if you break any promise you made under the Plan or if anyone is in default under any security agreement made in connection with an advance under the Plan. You will be in default if you die, file for bankruptcy, become insolvent, if you make any false or misleading statements in any credit application or update of credit information, or if something happens we believe may substantially reduce your ability to repay what you owe. You will also be in default under the Plan if you are in default under any other loan agreement with us.

**15. ACTIONS AFTER DEFAULT — The following paragraph applies to borrowers in Colorado, District of Columbia, Iowa, Kansas, Maine, Massachusetts, Missouri, Nebraska, West Virginia and South Carolina:** When you are in default and after expiration of any right you have under applicable state law to cure your default, we can demand immediate payment of the entire unpaid balance under the Plan without giving you advance notice.

**The following paragraph applies to borrowers in all other states except, Wisconsin and Louisiana:** When you are in default, we can require immediate payment (acceleration) of the entire unpaid balance under the Plan. You waive any right you have to demand for payment, notice of intent to accelerate and notice of acceleration.

**The following paragraphs apply to borrowers in all states except, Wisconsin and Louisiana:** If immediate payment is demanded, you will continue to pay interest until what you owe has been repaid, at the applicable interest rates in effect unless a default rate is disclosed on the Addendum. If a demand for immediate payment has been made, the shares and deposits given as security for the Plan can be applied towards what you owe. We can also exercise any other rights given by law when you are in default.

You agree the Credit Union has the right to take possession of any property given as security for an advance under the Plan without judicial process if this can be done without breach of the peace. If we ask, you promise to deliver the property at a time and place we choose. We will not be responsible for any other property, not covered by this Agreement, that you leave inside the property or that is attached to the property. We will try to return that property to you or make it available to you to claim.

After we have possession of the property, we can sell it and apply the money to any amounts you owe us. We will give you notice of any public sale or the date after which a private sale will be held. Our expenses for taking possession of and selling the property will be deducted from the money received from the sale. Those costs may include the cost of storing the property, preparing it for sale and attorney's fees to the extent permitted under state law or awarded under §506(b) of the Bankruptcy Code. The rest of the sale money will be applied to what you owe under the Plan.

**16. ACTIONS AFTER DEFAULT — WISCONSIN — The following paragraph applies only to Wisconsin borrowers:** When you are in default and after expiration of any right you have under applicable state law to cure your default, we may require immediate payment of your outstanding loan balance under the Plan and seek possession of the property. You may voluntarily give the property to us if you choose, or we may seek to take possession of the property by judicial process. If we repossess the property, you agree to pay reasonable expenses incurred in disposing of the property. If the property is a motor vehicle, mobile home, trailer, snowmobile, boat or aircraft, you will also be required to pay any costs permitted by Section 422.413 of the Wisconsin Statutes.

**17. ACTIONS AFTER DEFAULT — LOUISIANA — The following paragraph applies only to Louisiana borrowers:** When you are in default, we can require immediate payment (acceleration) of the entire unpaid balance under the Plan. You waive any right you have to demand for payment, notice of intent to accelerate and notice of acceleration. If immediate payment is demanded, you will continue to pay interest until what you owe has been repaid at the applicable interest rates in effect unless a default rate is disclosed on the Addendum. If a demand for immediate payment has been made, the shares and deposits given as security for the Plan can be applied towards what you owe. We can also exercise any other rights given by law when you are in default and our rights under any security agreements you have with us.

**18. CANCELLING OR CHANGING THE PLAN — The following paragraph applies only to borrowers in Illinois:** We have the right to change the terms of the Plan from time to time after giving you any advance notice required by law. Any change to the interest rate or other charges will apply to future advances.

**The following paragraphs apply only to borrowers in Wisconsin:** We can change the terms of the Plan from time to time in accordance with Section 422.415 of the Wisconsin Statutes. You will be notified of any change in terms. An increase in the daily periodic rate under a variable rate interest rate is not considered a change in terms under the Plan.

We can cancel the entire Plan or any part of the Plan at any time. You may cancel the Plan at any time by giving us prior written notice. Your obligation to pay the unpaid balances under the terms of the Plan continues whether you or the credit union cancel the Plan, except to the extent that your liability is limited by Section 422.4155 of the Wisconsin Statutes.

**The following paragraph applies only to borrowers in Iowa:** We can change the terms of the Plan from time to time after giving you any advance notice required by law. A change that increases the rate of finance charge or other charge, that increases the amount of your payments, or that otherwise adversely affects existing balances will apply to existing balances only if you agree to the change or you use the Plan after receiving notice that your use of the Plan means you agree the change applies to existing balances.

**The following paragraph applies to borrowers in all other states:** We have the right to change the terms of the Plan from time to time after giving you any advance notice required by law. Any change in the interest rate will apply to future advances, and at our discretion, and subject to any requirements of applicable law, will also apply to unpaid balances.

**The following paragraph applies to all borrowers other than Wisconsin borrowers:** An increase in the daily periodic rate under a variable interest rate is not considered a change in terms under the Plan. We can cancel the entire Plan or any part of the Plan at any time. You can cancel the Plan at any time. Your obligation to pay the unpaid balances under the terms of the Plan continues whether you or the Credit Union cancel the Plan.

**Sections 21-25 apply if you give security in connection with an advance under the Plan. They apply to borrowers in all states except Louisiana. Louisiana borrowers will execute a separate security agreement. Borrowers in other states may also be asked to execute a separate security agreement.**

**19. DELAY IN ENFORCING RIGHTS AND CHANGES IN THE PLAN —** We can delay enforcing any of our rights under this Plan any number of times without losing the ability to exercise our rights later. We can enforce this Plan against your heirs or legal representatives. If we change the terms of the Plan, you agree that this Plan will continue to protect us.

**20. CONTINUED EFFECTIVENESS —** If any part of this Plan is determined by a court to be unenforceable, the rest will remain in effect.

**21. THE SECURITY FOR THE LOAN —** You give us what is known as a security interest in all property described in any receipt, voucher or other document you receive for an Advance ("the Advance"). The security interest you give includes all accessions. Accessions are things which are attached to or installed in the property now or in the future. The security interest also includes any replacements for the property which you buy within 10 days of the Advance or any extensions, renewals or refinancing of the Advance. It also includes any money you receive from selling the property or from insurance you have on the property. If the value of the property declines, you promise to give us more property as security if asked to do so.

**22. WHAT THE SECURITY INTEREST COVERS —** The security interest secures the Advance described in the receipt, voucher or any other document you receive at the time of the Advance and any extensions, renewals or refinancings of the Advance. It also secures any other advances you have now or receive in the future under the Plan and any other amounts or loans, including any credit card loan, you owe us for any reason now or in the future, except any loan secured by your principal residence. If the property is household goods as defined by the Federal Trade Commission Credit Practices Rule, the property will secure only the Advance and not other amounts you owe.

**23. OWNERSHIP OF THE PROPERTY —** You promise that you own the property or if the Advance is to buy the property, you promise you will use the Advance for that purpose. You promise that no one else has any interest in or claim against the property that you have not already told us about. You promise not to sell or lease the property or to use it as security for a loan with another creditor until the Advance is repaid. You promise you will allow no other security interest or lien to attach to the property either by your actions or by operation of law.

**24. PROTECTING THE SECURITY INTEREST —** If your state issues a title for the property, you promise to have our security interest shown on the title. We may have to file what is called a financing statement to protect our security interest from the claims of others. If asked to do so, you promise to sign a financing statement. You also promise to do whatever else we think is necessary to protect our security interest in the property.

**25. USE OF PROPERTY —** Until the Advance has been paid off, you promise you will: (1) Use the property carefully and keep it in good repair. (2) Obtain our written permission before making major changes to the property or changing the address where the property is kept. (3) Inform us in writing before changing your address. (4) Allow us to inspect the property. (5) Promptly notify us if the property is damaged, stolen or abused. (6) Not use the property for any unlawful purpose.

**26. NORTH DAKOTA NOTICE TO BORROWERS PURCHASING A MOTOR VEHICLE. THE MOTOR VEHICLE IN THIS TRANSACTION MAY BE SUBJECT TO REPOSSESSION. IF IT IS REPOSSESSED AND SOLD TO SOMEONE ELSE, AND ALL AMOUNTS DUE TO THE SECURED PARTY ARE NOT RECEIVED IN THAT SALE, YOU MAY HAVE TO PAY THE DIFFERENCE.**

**27. VERMONT NOTICE TO CO-SIGNER — YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.**

## BILLING RIGHTS

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

### NOTIFY US 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, write us on a separate sheet at the address listed on your statement. 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, 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, describe the item you are not sure about.

If you have authorized us to pay a credit card account automatically from your share account or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

### YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE

- We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 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. We can continue to send statements to you for the amount you question, including finance charges, and we can apply any unpaid amount

against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your statement that are not in question.

If we find that we made a mistake on your statement, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

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 to us within ten 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 of the questioned amount, even if your statement was correct.

**SPECIAL RULE FOR CREDIT CARD PURCHASES** — If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right: (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

## VISA® CREDIT CARD AGREEMENT AND TRUTH IN LENDING DISCLOSURE

In this Agreement, the words **you** and **your** means each and all of those who apply for the card or who signs this Agreement. **Card** means the VISA Credit Card and any duplicates and renewals we issue. **Account** means your VISA Credit Card Line of Credit account with us. **We, us, and ours** means this Credit Union.

**1. RESPONSIBILITY** — If we issue you a card, you agree to repay all debts and the Finance Charge arising from the use of the card and the card account. For example, you are responsible for charges made by yourself, your spouse and minor children. You are also responsible for charges made by anyone else to whom you give the card, and this responsibility continues until the card is recovered. You cannot disclaim responsibility by notifying us, but we will close the account for new transactions if you so request and return all cards. Your obligation to pay the account balance continues even though an agreement, divorce decree or other court judgment to which we are not a party may direct you or one of the other persons responsible to pay the account.

**2. LOST CARD NOTIFICATION** — If you believe the card has been lost or stolen, you will immediately call the Credit Union at (717) 234-8484 or (800) 237-7328. After hours call (800) 556-5678.

**3. LIABILITY FOR UNAUTHORIZED USE** — You understand that your total liability to the Credit Union shall not exceed \$50 for any card transactions resulting from the loss, theft or unauthorized use of the card that occurs prior to the time you give notice to the Credit Union. Such liability does not apply when the card is used to make electronic fund transfers. The Credit Union uses neural networks, which by artificial intelligence can recognize and alert us to potential fraudulent transactions. These alerts may generate inquiries about your use of the card and we apologize for any inconvenience this might cause.

**4. CREDIT LINE** — If we approve your application, we will establish a self-replenishing Line of Credit for you and notify you of its amount when we issue the card. You agree not to let the account balance exceed this approved Credit Line. Each payment you make on the account will restore your Credit Line by the amount of the payment which is applied to the principal. You may request an increase in your Credit Line only by written application to us, which must be approved by our credit committee or loan officer. By giving you written notice we may reduce your Credit Line from time to time, or with good cause, revoke your card and terminate this Agreement. Good cause includes your failure to comply with this Agreement or any other agreement with us, or our adverse reevaluation of your creditworthiness. You may also terminate this Agreement at any time, but termination by either of us does not affect your obligation to pay the account balance. The cards remain our property and you must recover and surrender to us all cards upon our request and upon termination of this Agreement.

**5. CREDIT INFORMATION** — You authorize us to investigate your credit standing when opening, renewing or reviewing your account, and you authorize us to disclose information regarding your account to credit bureaus and other creditors who inquire of us about your credit standing.

**6. MONTHLY PAYMENT** — We will mail you a statement every month showing your Previous Balances of purchases and cash advances, the current transactions on your account, the remaining credit available under your Credit Line, the New Balances of purchases and cash advances, the Total New Balance, the Finance Charge due to date, and any other billed fees, and the Minimum Payment required. Every month you must pay at least the Minimum Payment within 25 days of your statement closing date. By separate agreement you may authorize us to charge the minimum payment automatically to your share or checking account with us. You may, of course, pay more frequently, pay more than the Minimum Payment, or pay the Total New Balance in full, and you will reduce the finance charge by doing so.

The minimum payment will be (a) 2% of your Total New Balance, rounded up to the next even dollar, or (b) \$20.00, whichever is greater. In addition, at any time your Total

New Balance exceeds your Credit Line, you must immediately pay the excess upon our demand. We will apply payments in the following manner: first to previous late fees, then to previous cash advances finance charges, then to previous purchase finance charges, then to current late fees, then to previous cash advance balances, then to previous purchase balances in the order that they were posted to your account, then to current cash advance balances, and then to current purchase balances.

**7. FINANCE CHARGES** — You can avoid Finance Charge on purchases by paying the full amount of the New Balance of Purchases each month within 25 days of your statement closing date. Otherwise, the New Balance of Purchases, and the subsequent purchases from the date they are posted to your account, will be subject to Finance Charge. Cash advances are always subject to Finance Charge from the date they are posted to your account.

**Purchases:** We calculate your finance charge by multiplying the average adjusted daily balance (see explanation below), including new purchases, for the billing cycle by the monthly periodic purchase rate as disclosed on the addendum.

**Cash Advances:** We calculate your finance charge on cash advances by multiplying the average adjusted daily balance (see explanation below) for cash advances during the billing cycle by the monthly periodic advance rate.

### Balance Computation Method

**Average Daily Balance for Purchases** - The Average Daily Balance for Purchase Transactions is calculated by adding the Daily Balances (Purchase Transaction) for each day in the billing cycle, and then dividing by the number of days in the billing cycle. To calculate the Daily Balance for purchases each day, we take the following steps: We take the outstanding balance (all amounts you owe) at the start of the day. Then, in the sequence in which amounts are posted to your account, we add the amounts of all debits and subtract the amounts of all credits or payments which post to your account that day. After applying payments and credits, we subtract the amount of any unpaid Finance Charges or Late Charges. Then we also subtract the amount of any Cash Advance transactions that posted to your account on that day or in any previous day in the billing cycle. This gives us the Daily Balance for purchases.

**Average Daily Balance for Cash Advances** - Cash Advance Transactions which are posted to your account are not included in the Average Daily Balance calculation for purchases, and are therefore not subject to the monthly periodic rate for purchases. The Average Daily Balance is calculated separately for Cash Advances and is subject to the Cash Advance Monthly Periodic Rate. The Average Daily Balance for Cash Transactions is calculated by adding the Daily Balances (Cash Transaction) for each day in the billing cycle, and then dividing by the number of days in the billing cycle. To calculate the Daily Balance for cash each day, we take the following steps: We take the outstanding balance (all amounts you owe) at the start of the day. Then, in the sequence in which amounts are posted to your account, we add the amounts of all debits and subtract the amounts of all credits or payments which post to your account that day. After applying payments and credits, we subtract the amount of any unpaid Finance Charges or Late Charges. Then we also subtract the amount of any Purchase Transactions that posted to your account on that day or in any previous day in the billing cycle. This gives us the Daily Balance for Cash Advance Transactions. **Note: Cash Advances are always subject to finance charges and from the day they are posted to your account.**

Payments are applied in the following manner: first to previous late fees, then to previous cash advances finance charges, then to previous purchase finance charges, then to current late fees, then to previous cash advance balances, then to previous purchase balances in the order that they were posted to your account, then to current cash advance balances, and then to current purchase balances. Credits are applied first to the particular type of debt which is being credited, if any, and then to the balance of your account.

### **VISA® Credit Card Agreement and Truth In Lending Disclosure (continued)**

Note also that if the total of the payments and credits which are posted to your account by the Payment Due Date shown on a statement is equal to or exceeds the New Balance shown on that statement, we will not apply the Monthly Periodic Rate to your Account on your next statement.

**8. DEFAULT** — You will be in default if you fail to make any Minimum Payment within 25 days after your monthly statement closing date. You authorize us to transfer funds sufficient to make the minimum payment due if your VISA loan is in default. You agree that we may temporarily suspend your ATM card access if your VISA payment is due for a period exceeding 30 days. You will also be in default if your ability to repay us is materially reduced by a change in your employment, an increase in your obligations, bankruptcy or insolvency proceedings involving you, your death or your failure to abide by this Agreement, or if the value of our security interest materially declines. We have the right to demand immediate payment of your full account balance if you default, subject to our giving you any notice required by law. To the extent permitted by law, you will also be required to pay our collection expenses, including court costs and reasonable attorney fees.

**9. USING THE CARD** — To make a purchase or cash advance, there are two alternative procedures to be followed. One is for you to present the card to a participating VISA plan merchant, to us or another financial institution, and sign the sales or cash advance draft which will be imprinted with your card. 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 of electronic terminal that provides access to the VISA system. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. The monthly statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sale, cash advance, credit or other slips cannot be returned with the statement. You will retain a copy of such slips furnished at the time of the transaction in order to verify the monthly statement. The Credit Union may make a reasonable charge for photocopies of slips you may request.

**10. RETURNS AND ADJUSTMENTS** — Merchants and others who honor the card may give credit for returns and adjustments, and they will do so by sending us a credit slip which we will post to your account. If your credit and payments exceed what you owe us, we will hold and apply this credit balance against future purchases and cash advances, or if it is one dollar or more, refund it on your written request or automatically after six months.

**11. FOREIGN TRANSACTIONS** — Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The conversion rate to dollars will be (i) the wholesale market rate or (ii) the government-mandated rate, whichever is applicable, in effect one day prior to the processing date, increased by one percent.

**12. PLAN MERCHANT DISPUTES** — We are not responsible for the refusal of any plan merchant or financial institution to honor your card. We are subject to claims and defenses (other than tort claims) arising out of goods and services you purchase with the card only if you have made a good faith attempt, but have been unable to obtain satisfaction from the plan merchant, and (a) your purchase was made in response to an advertisement we sent or participated in sending you, or (b) your purchase cost more than \$50 and was made from a plan merchant in your state or within 100 miles of your home. Any other disputes you must resolve directly with the plan merchant.

**13. SECURITY INTEREST** — To secure your account, you grant us a purchase money security interest under the Uniform Commercial Code in any goods you purchase through the account. If you default, we will have the right to recover any of these goods which we have not been paid for through our application of your payments in the manner described in the Monthly Payment section. With respect to this account only, we will not assert any statutory right we may have if you are in default to prevent withdrawal of your unpledged credit union shares (Deposits) below the unpaid balance of your account. However, if you give or have given us a specific pledge of your credit union shares (Deposits) by signing the Pledge of Shares or otherwise, or any other security interests for all your debts, your account will be secured by your pledged shares (Deposits) and by the property described in those other security agreements, except for your home.

**14. EFFECT OF AGREEMENT** — This Agreement is the contract which applies to all transactions on your account even though the sales, cash advance, credit or other slips you sign or receive may contain different terms. We may amend the Agreement from time to time by sending you the advance written notice required by law. Your use of the card thereafter will indicate your agreement to the amendments. To the extent the law permits, and we indicate in our notice, amendments will apply to your existing account balance as well as to future transactions.

**15. LATE PAYMENT CHARGE** — If your Minimum Payment is not paid within 15 days after the Payment Due Date, you will be subject to a single charge of 5% of the minimum scheduled payment.

**16. COPY RECEIVED** — You acknowledge receipt of a copy of this Agreement.

### **ELECTRONIC FUNDS TRANSFER, MAC AGREEMENT AND REGULATION "E" DISCLOSURE**

**MONEY ACCESS CARD CARDHOLDER AGREEMENT** - The Undersigned (you or your), in consideration of THE PENNSYLVANIA STATE EMPLOYEES CREDIT UNION (we, our and us) issuing to you a MONEY ACCESS CARD, hereby agree to be legally bound by the following terms and conditions. You agree that the use of your MAC card(s) constitutes acceptance of the terms and conditions of this Agreement. You understand that MAC® is a credit-related service and you authorize PSECU to obtain a credit report on any users of this account.

#### **1. Accounts and Uses of MONEY ACCESS CARD**

You have the account(s) (including Checking and Regular Shares), which we set forth on your application form with this Agreement. You hereby request that we issue to you one or more MONEY ACCESS CARD(s) to be used in connection with such accounts as described in this Agreement.

You understand you may use the MONEY ACCESS CARD at a MONEY ACCESS CENTER® to (1) withdraw cash from, (2) make or arrange for deposits in, (3) effect transfers to or from your account, (4) receive information regarding the balance in your account(s) or (5) make cash advances from your credit account(s) in the amounts you request. You may also use automated teller machines throughout the United States and in certain foreign countries which bear the PLUS SYSTEM® name and logo (1) to make withdrawals from, (2) effect transfers to or from, (3) receive information regarding the balances in your Checking or Regular shares. If you have a Personal Service Loan approved and in place, you may also make a cash advance from your PSL. You further understand you may use the MONEY ACCESS CARD to purchase goods and services ("Purchase") at any retail establishment ("Merchant") where MONEY ACCESS CARDS are accepted by such Merchant. If you use the MONEY ACCESS CARD to make a Purchase to obtain cash, if permitted by the Merchant, you shall be requesting us to withdraw funds in the amount of such Purchase (including any cash received from the Merchant) from your Checking Shares and directing or ordering us to pay such funds to the Merchant.

You request that we will provide to you such other services or access to other ATM systems or networks using the MONEY ACCESS CARD which we may later make available and which we advise you are offered in connection with your account(s) set forth on your application form. You also understand that from time to time you may request in writing that we provide access to additional accounts of yours through the MONEY ACCESS CARD we have issued to you. You agree that the uses of the MONEY ACCESS CARD described in this Agreement shall be subject to the rules and regulations of each account which is accessed by such Card.

#### **2. Use of Personal Identification Number ("PIN") with MONEY ACCESS CARD**

You understand that a MONEY ACCESS CENTER or a PLUS SYSTEM ATM is an automated teller. It can and will perform many of the same tasks as a human teller. You acknowledge that the Personal Identification Number or PIN which you use with the MONEY ACCESS CARD is your signature, identifies the bearer of the Card to the MONEY ACCESS CENTER, PLUS SYSTEM ATM, or other network ATM and authenticates and validates the directions given just as your actual signature and other proof identify you and authenticate and validate your

directions to a human teller. You also understand that a Merchant which accepts the MONEY ACCESS CARD for a Purchase transaction may have an electronic terminal (Merchant operated or Self-Service) which requires the use of your PIN and when your PIN is used at a Merchant's terminal, it will authenticate and validate the directions given just as your actual signature will authenticate and validate your directions given to us. You acknowledge that your PIN is an identification code that is personal and confidential and that the use of the PIN with the MONEY ACCESS CARD is a security device for your account(s). Therefore, YOU AGREE TO TAKE ALL REASONABLE PRECAUTIONS THAT NO ONE ELSE LEARNS YOUR PIN.

#### **3. Liability for Unauthorized Transactions**

You agree to contact us at once if you believe the MONEY ACCESS CARD(s) issued to you or PIN has been lost or stolen or money is missing from your account(s). You also agree that if your monthly statement shows transactions which you did not make, and you do not contact us within 60 days after the statement was mailed to you, you may not get any money lost after that time. YOU AGREE THAT IF YOU GIVE YOUR MONEY ACCESS CARD(s) and PIN TO SOMEONE ELSE TO USE YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE CARD(s) BY THEM. You could lose all your money in the account(s) if you take no action to notify PSECU of the loss of your MONEY ACCESS CARD or PIN. Safeguard your Personal Identification Number (PIN). Do not tell or disclose your PIN to any other person. Do not write your PIN on your MONEY ACCESS CARD. Do not keep a written record of your PIN near your MONEY ACCESS CARD. Do not choose a PIN that is easily identifiable.

A new card may be ordered for you at that time and a "hold" will be placed on your old card. After such time, if you find your old card, destroy the old card by cutting it in half. If you attempt to use your old card, it will be captured and retained by the MONEY ACCESS CENTER, PLUS SYSTEM, or HONOR ATM.

#### **4. Charges**

You agree to pay a 50 cent charge for each deposit or withdrawal exceeding 15 a month. You agree to pay the 50 cent penalty charge on any cash disbursement transaction (loan advance or share withdrawal) that is less than \$20. You agree to pay a 25 cent charge on each balance inquiry. You agree to pay the charges or transaction fees which are charged by us for these services or for services which may later be offered as such fees or charges may be imposed or changed from time to time.

#### **5. Deposits**

You agree that when you make a deposit at a MONEY ACCESS CENTER that we have the right to verify the deposit before we make the money available to you. If you deliver cash, checks or other items to a MONEY ACCESS CENTER, you understand and acknowledge that the funds from your deposit may not be available for immediate withdrawal and that the availability of your deposit shall depend on our rules and regulations regarding the particular account in which you



**Electronic Funds Transfer, MAC Agreement and Regulation "E"-Disclosure (continued)**

are making a deposit, the items that you are depositing and whether the deposit is made at a MONEY ACCESS CENTER that is owned by us or another financial institution. You also understand and acknowledge that not all MONEY ACCESS CENTERS may accept deposits and some MONEY ACCESS CENTERS may limit the amount of funds which may be deposited and we may not control these limits.

**6. Liability**

If the MONEY ACCESS CARD is issued for a joint account, you agree to be jointly and severally liable under the terms of this Agreement and the agreement for such account. You agree that if you make deposits or payments to your account(s) with items other than cash (checks, drafts or other items) and we make funds available to you from such deposits prior to their collection, you agree that we may deduct the amounts of such funds from your account(s) which are not collected or, if the funds in your account(s) are insufficient at such time, you will promptly pay to us any amount of such funds which are not collected.

**7. Amendment of this Agreement**

You agree that from time to time we may amend or change the terms of this agreement including amendments or changes to add further MONEY ACCESS CARD services or to amend or change the charges for these services. We may do so by notifying you in writing of such amendments or changes and your use of the MONEY ACCESS CARD after the effective date of any such amendment or change shall constitute your acceptance of and agreement to such amendment or change.

**8. Ownership**

You agree that the MONEY ACCESS CARD is our property and you will surrender it to us upon our request. You agree that the MONEY ACCESS CARD is non-transferrable.

**9. Disclosures**

You hereby acknowledge receipt of the disclosure statement informing you of your rights under the Electronic Funds Transfer Act and a copy of this Agreement.

**REGULATION "E" DISCLOSURE**

**1. Summary of Consumer Liability**

- \* **MAC, ACH and SST** - Tell us at once if you believe your card has been lost or stolen. Telephoning is the best way to keep your possible losses down. You could lose all the money in your account plus your maximum overdraft line of credit. If you believe your card has been lost or stolen, and you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your card without your permission.

If you do not tell us within two business days after you learn of the loss or theft of your card, and we can prove we could have stopped someone from using your card without your permission if you had told us, you could lose as much as \$500.

Also, 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 kept you from telling us, we will extend the time periods.

**2. Telephone Number and Address to Notify of Unauthorized Transfers**

- \* **MAC** - Contact PSECU at (800) 237-7328 or Money Access Service (MAC) at (800) 523-4175 during PSECU non-business hours, then follow up by contacting PSECU at (800) 237-7328 the next business day.
- \* **ACH and SST** - Contact PSECU at (800) 237-7328 (nationwide) or (717) 234-8484 (in Harrisburg).

Or write to us at:

Pennsylvania State Employees Credit Union  
P.O. Box 67013  
Harrisburg, PA 17106-7013

**PSECU Business Hours**

7:00 a.m. - 5:00 p.m. M - F  
8:00 a.m. - Noon Saturday

TDD (800) 472-1967 Nationwide  
(717) 777-2100 in Harrisburg

**3. Financial Institution's Business Days**

- \* **MAC, ACH and SST** - PSECU's Business Days are Monday through Friday, Holidays not included.

**4. Types of Electronic Transfers a Consumer May Make**

- \* **MAC** - Balance inquiries on checking, savings and PSL; withdrawals from checking/savings; cash advance from PSL; deposits to checking/savings; purchase goods and services at any accepting retail establishment.
- \* **ACH** - Preauthorized debits and credits to checking and savings.
- \* **SST** - Balance inquiries and transaction histories on all share, certificate and loan accounts; transfers from any share to another share or loan account from your PSL to any share or loan account; withdrawals from any share except IRA shares or certificates.

**5. Any Charges for Electronic Funds Transfers or for the Right to Make Transfers**

- \* **MAC** - Fifty cents for each disbursement (cash advance or withdrawal) less than \$20; fifty cents for each transaction over 15 per month, and a 25 cent charge on each balance inquiry.
- \* **ACH** - \$20 service charge for insufficient funds for each electronic transfer.
- \* **SST** - none

**6. Summary of Consumer's Right to Receive Documentation of EFT's**

- \* **MAC** - You are entitled to receive a printed receipt at the time of each transaction. You will receive a monthly statement showing the status of your account, any transactions made during the month, and any penalties or charges PSECU may impose during the month.
- \* **ACH and SST** - You will receive a monthly statement showing the status of your account, any transactions made during the month, and any penalties or charges PSECU may impose during the month.
- \* If you have arranged to have a direct deposit made to your account at least once every 60 days from the same person or company, you can call us at (800) 237-7328 to find out whether or not the deposit has been made.

**7. Stop Payment Rights - Pre-authorized transfers**

- \* **MAC and SST** - Not applicable.
- \* **ACH - Right to Stop Payment and Procedures for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at (800) 237-7328 (Nationwide) or (717) 234-8484 (Harrisburg) or write us at: Pennsylvania State Employees Credit Union, P.O. Box 67013, Harrisburg, PA 17106-7013, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.
- \* **Notice of Varying Amounts.** If these regular payments may vary in amount, the person 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.

- \* **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages, unless we request and do not receive written confirmation of an oral stop payment within 14 days and the transfer takes place after 14 days, or you fail to give us proper instructions that would enable us to place the stop on the transfer.

**8. Summary of the Financial Institution's Failure to Make or Stop Certain Transfers**

- \* **MAC** - If PSECU fails to complete a transaction on time or in the correct amount, when properly instructed by you, PSECU will be liable for damages caused by our failure unless: (1) there are insufficient funds in your account to complete the transfer; (2) the funds in your account are uncollected; (3) the funds are subject to legal process; (4) the transaction you request would exceed the funds in your account plus any available overdraft protection; (5) the Money Access Center, PLUS system or HONOR ATM has insufficient cash to complete the transaction; (6) your card has been reported lost or stolen and you are using the reported card; (7) PSECU has reason to believe that the transaction requested is unauthorized; (8) the failure is due to an equipment breakdown that you know about when you started the transaction at the Money Access Center, PLUS System or HONOR ATM; (9) the failure was caused by an act of God, fire, or other catastrophe, or by any other cause beyond control; (10) if you attempt to complete a transaction that, at a Money Access Center, PLUS System or HONOR ATM, or merchant terminal that is not a permissible transaction listed above; or, (11) the transaction would exceed the security limitations on the use of your Money Access Card.
- \* **ACH and SST** - If PSECU fails to complete a transaction on time or in the correct amount, when properly instructed by you, PSECU will be liable for damages caused by our failure unless: (1) there are insufficient funds in your account to complete the transfer; (2) the funds in your account are uncollected; (3) the funds are subject to legal process; (4) the transaction you request would exceed the funds in your account plus any available overdraft credit; (5) PSECU has reason to believe that the transaction requested is unauthorized; (6) the failure was caused by an act of God, fire, or other catastrophe, or by another cause beyond control. In any case, PSECU shall be liable for actual proven damages if the failure to make the transaction resulted from a bona fide error despite PSECU's procedures to avoid such errors.

**9. Disclosure to Third Parties**

- \* **MAC, ACH and SST** - PSECU will disclose information about your account to third parties: (1) when it is necessary to complete transactions; (2) to verify the existence and standing of your account with PSECU upon request of third party, such as a credit bureau; (3) to comply with government agency or court orders; (4) in accordance with your written permission; (5) to comply with government or administrative agency summonses, subpoenas, or court orders; (6) on receipt of certification from a Federal Agency or department that a request for information is in compliance with the Right to Financial Privacy Act of 1978; and (7) when it is necessary to take legal action to recover shares.



**Electronic Funds Transfer, MAC Agreement and Regulation "E" Disclosure**  
**(continued)**

**10. MONEY ACCESS CENTER Services**

- \* **MAC Only** - You may use your MONEY ACCESS CARD with your Personal Identification Number (PIN) at MONEY ACCESS CENTERS located in Delaware, Maryland, New Jersey and Pennsylvania to conduct any of the following transactions for the accounts accessed by your MONEY ACCESS CARD.

- a) Determine the account balance(s) of your Checking your Regular Shares, and your Personal Service Loan (PSL).
- b) Withdraw cash from your Checking and your Regular Shares.
- c) Make a cash advance from your Personal Service Loan (PSL).
- d) Deposit currency, checks, or drafts (coins are not acceptable) for transmission to PSECU for deposit in your Checking and your Regular Shares.

**NOTE:** There are limited locations in Maryland where deposits may be made.

We wish to inform you that some MONEY ACCESS CENTERS located in these areas may only provide access to your Checking, your Regular Shares, and your Personal Service Loan. Not all MONEY ACCESS CENTERS may accept deposits. There may also be limits on the amount of funds which you may deposit in certain MONEY ACCESS CENTERS.

**11. PLUS SYSTEM® Services**

- \* **MAC Only** - You may use your MONEY ACCESS CARD with your Personal Identification Number (PIN) at any PLUS SYSTEM automated teller machine (PLUS SYSTEM ATM) located throughout the United States, Puerto Rico, Canada, Great Britain and Japan to conduct any of the following transactions on the accounts accessed by your MONEY ACCESS CARD.

- a) Determine the account balance(s) of your Checking, your Regular Shares, and your Personal Service Loan (PSL).
- b) Withdraw cash from your Checking and your Regular Shares.
- c) Make a cash advance from your Personal Service Loan (PSL).

**NOTE:** Deposits are not available through PLUS SYSTEM ATMs.

These are the MONEY ACCESS CENTER services currently available through the PLUS SYSTEM network. Other services may be offered in the future.

**12. HONOR® System Services**

- \* **MAC Only** - You may use your MONEY ACCESS CARD with your Personal Identification Number (PIN) at any HONOR automated teller machine (HONOR ATM) located throughout Florida and other areas where there are HONOR ATMs. The following transactions may be done on the accounts accessed by your MONEY ACCESS CARD.

- a) Determine the account balance(s) of your Checking, your Regular Shares, and your Personal Service Loan (PSL).
- b) Withdraw cash from your Checking and your Regular Shares.
- c) Make a cash advance from your Personal Service Loan (PSL).

**NOTE:** Deposits are not available through HONOR SYSTEM ATMs.

These are the MONEY ACCESS CENTER services currently available through the HONOR SYSTEM network. Other services may be offered in the future.

**13. Other ATM Network Access**

- \* **MAC Only** - From time to time, PSECU may make arrangements with other ATM networks to grant access to MONEY ACCESS CARDS. PSECU shall inform you when such arrangements are made and describe the services that are available to you. Any charges will also be described.

**14. Purchase Transactions**

- \* **MAC Only** - You may use the MONEY ACCESS CARD to purchase goods and services ("Purchase") at any retail establishment ("Merchant") where MONEY ACCESS CARDS are accepted by such Merchant. The amount of all such Purchases will be deducted from your Checking. When you make a Purchase using the MONEY ACCESS CARD, you will be requesting PSECU to withdraw funds from your Checking in the amount of the Purchase and directing PSECU to pay these funds to such Merchant.

**15. Limitations on the Use of your MONEY ACCESS CARD**

- \* **MAC Only** - You may withdraw up to \$500 per day from one or a combination of your accounts by using a MONEY ACCESS CARD provided the funds are available at a MONEY ACCESS CENTER, PLUS SYSTEM or HONOR System ATM. In addition, you may withdraw/purchase up to \$500 at point of sale locations. PSECU reserves the right to reduce this daily limit at any time. In the event that your daily limit is less than \$500, PSECU will advise you of the new limitation. The day for withdrawal limits starts at 12 midnight each day and ends at 12 midnight the next day. For security purposes, there are also certain daily limitations on the frequency of use of the MONEY ACCESS CARD. However, these limitations are not revealed for security reasons. The Pennsylvania State Employees Credit Union is not obliged to maintain such limitations.

You will be denied use of your MONEY ACCESS CARD if you exceed the daily withdrawal/purchase limit, if you do not have adequate funds available in your account, do not enter the correct Personal Identification Number (PIN), or exceed the frequency of usage limitation. The receipt provided by the MONEY ACCESS CENTER, PLUS SYSTEM, or HONOR System ATM, or Merchant terminal will notify you of the denial. There is a limit on the number of such denials permitted. Attempts to exceed the limit will result in machine retention of

our MONEY ACCESS CARD. The number of attempts that result in machine retention is not revealed for security purposes.

**16. Error Resolution Procedures**

- \* **MAC, ACH and SST** - In case of errors or questions about your transactions: Direct inquiries to PSECU at (800) 237-7328 Nationwide, TDD (800) 472-1967 Nationwide, (717) 777-2100 in Harrisburg, or write PSECU at: Pennsylvania State Employees Credit Union, P.O. Box 67013, Harrisburg, PA 17106-7013, as soon as you can if you think your statement or receipt is wrong, or if you need more information about a transaction listed on the statement or receipt. PSECU must hear from you no later than 60 days after it sent you the first statement on which the problem or error appeared. You must provide the following information: (a) Your name, account number, and MONEY ACCESS CARD number (if a MAC transaction), or reference number (if Self-Service Telephone Transaction); (b) 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 the information, and; (c) The dollar amount of the suspected error.

If you tell PSECU orally, you must send your complaint or question in writing within 10 business days. PSECU will tell you the results of the investigation within 10 business days for MONEY ACCESS CENTER, PLUS SYSTEM, HONOR SYSTEM, SELF-SERVICE TELEPHONE, or DIRECT DEBIT/CREDIT TRANSACTIONS, or 20 days for MONEY ACCESS CENTER purchase transactions. If we need more time, however, we may take up to 45 days for MONEY ACCESS CENTER, PLUS SYSTEM, HONOR SYSTEM, SELF-SERVICE TELEPHONE, or DIRECT DEBIT/CREDIT TRANSACTIONS or 90 days for MONEY ACCESS CENTER purchase transactions. If PSECU decides to do this, it will recredit your account within 10 business days for the amount you think is in error if it is a MONEY ACCESS CENTER, PLUS SYSTEM, HONOR SYSTEM, SELF-SERVICE TELEPHONE, or DIRECT DEBIT/CREDIT transaction, or 20 business days if it is a MONEY ACCESS CENTER purchase transaction. You will have the use of the money during the time it takes to complete the investigation. If PSECU does not receive your complaint or question in writing within 10 business days, PSECU may not recredit your account. If PSECU decides there is no error, you will be advised within three business days after the investigation is completed. You may ask for copies of the documents PSECU used in the investigation. If PSECU credits your account while investigating, you must repay those funds if PSECU concludes no error has occurred.

**Notice To Consumers Using ATM's**

- \* Be alert to your surroundings. If you doubt the safety of a particular location, choose another ATM.
- \* If the ATM has an entry door, close the door prior to initiating your transaction.
- \* Put your cash away immediately.
- \* Direct complaints concerning ATM security to an appropriate department of the owner of the ATM. **New Jersey residents:** you may call the New Jersey Department of Banking at (609) 292-7272.

**For those members who purchase a vehicle under the  
DRIV Program, please review the following FTC Notice:**

**NOTICE**

**ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT  
IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH  
THE DEBTOR COULD ASSERT AGAINST THE SELLER  
OF GOODS OR SERVICES OBTAINED WITH THE  
PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE  
DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE  
DEBTOR HEREUNDER.**

# LOANLINER® Addendum

Pennsylvania State Employees Credit Union  
PO Box 67013 • Harrisburg, PA 17106-7013



Instructions: This addendum is incorporated into and becomes part of your LOANLINER Credit Agreement. Please keep attached.

First Payment: Your first payment is due and payable within 30 days from the date of the loan advance.

The Annual Percentage Rates, corresponding daily periodic rates and amount of payment for each loan subaccount are shown below. If there is no payment schedule, the amount and due date of payments will be determined at the time of each advance and disclosed on the Advance Request Voucher. Other charges that may be imposed are also shown below (i.e., late charges, filing fees, collection costs). All rates are subject to change. From time to time, PSECU may offer a preferred rate of interest on vehicle loans that are repaid by automated means. The interest rate will revert to the standard rate at the time the loan was disbursed if the method of repayment is altered or the loan is in default.

Default Rate: If your loan is in default, the credit union reserves the right to charge the highest unsecured interest rate currently in effect at PSECU.

Loan Subaccount Description	Apprx. Term In Months	Percent Above Index	Daily Periodic Rate	PRESENT ANNUAL PERCENTAGE RATE	Minimum Payment (For each \$100 or fraction of \$100 of your unpaid amount)
<b>AutoDraft (1)</b>					
New Vehicle					
\$20,000 loan or greater	84		.00023260	8.49%	\$1.58
\$12,000 value or over	72		.00023260	8.49%	\$1.78
\$8,000 value or over	60		.00020521	7.49%	\$2.00
\$6,000 value or over	48		.00020521	7.49%	\$2.42
Value greater than \$3,000	36		.00020521	7.49%	\$3.11
Two-year loan	24		.00017781	6.49%	\$4.45
<b>Used Vehicles Only</b>					
\$20,000 loan or greater	84		.00027370	9.99%	\$1.66
\$12,000 value or over	72		.00027370	9.99%	\$1.85
\$8,000 value or over	60		.00024630	8.99%	\$2.08
\$6,000 value or over	48		.00024630	8.99%	\$2.49
Value greater than \$3,000	36		.00024630	8.99%	\$3.18
Two-year loan	24		.00021890	7.99%	\$4.52
<b>Recreational Vehicle: New/Used (2)</b>					
Loan amount \$15,000 and up	84		.00029863	10.9%	\$1.71
Loan amount \$8,000 - 14,999	60		.00029863	10.9%	\$2.17
Loan amount \$5,000 - 7,999	48		.00029863	10.9%	\$2.58
Loan amount \$3,000 - 4,999	36		.00029863	10.9%	\$3.27
<b>RA Loan (3)</b>	12	2.0	.00013973	5.10%	\$8.57
<b>Share Loan (3, 4)</b>					
Up to \$1,000	19	2.0	.00013973	5.10%	\$5.49
\$1,001 - \$4,000	48	2.0	.00013973	5.10%	\$2.31
Over \$4,000 One year/\$1,000 up to a maximum of 10 years.		2.0	.00013973	5.10%	\$1.07
<b>Certificate Loan (3, 4, 5)</b>	see below	2.0	see below	see below	
<b>Personal Service Loan (6)</b>	77		.00035342	12.9%	
<b>Personal/Service Signature Loan</b>	up to 73 months		.00035342	12.9%	

- PSECU will finance 100 percent of the retail value of a new, current model year vehicle (unfilled). PSECU will finance 100 percent of the retail value of a used motor vehicle (filled). The Kelley Blue Book Guides will be used to determine your vehicle's value. AutoDraft cannot be used to purchase reconstructed, commercial or flood titled vehicles. The vehicle must be titled to the Borrower, Co-Borrower, or both. The registered owner on the Certificate of Title may not be a business, corporation or trust entity.
- PSECU will finance 90 percent of the retail value of a new recreational vehicle. Used recreational vehicles may be financed up to 80 percent of the used retail value. The Kelley Blue Book Guides will be used to determine the recreational vehicle's retail value. PSECU's minimum RV loan is \$3,000. Your RV must have a minimum retail value of \$3,333.
- The Annual Percentage Rate (APR) for share secured and IRA advances will be the dividend rate being paid on regular shares (index) on the date of the advance plus the percentage shown in the "Annual Percentage Rate" column above. If there is an existing balance on the date of the new advance, the existing balance will be added to the new advance and the entire balance will be at the new APR. The rates are subject to change to reflect any change in the index. Any increase in the APR will take the form of more payments of the same amount until what you owe has been repaid.
- Shares or certificates pledged must be owned by the Borrower or Co-Borrower unless the Share or Certificate owner authorizes the pledge in writing.
- PSECU will grant loans secured by Share Certificates. Maximum financing is 90% of the Certificate pledged. The Annual Percentage Rate (APR) for Certificate loans secured by multiple certificates will be based on the certificate earning the greater dividend. The term for Certificate loans secured by multiple certificates will be limited to the shortest term remaining among them. Early withdrawal of the unsecured portion is not permitted and the loan balance will be due in full if the Certificate is withdrawn prior to maturity. Monthly dividends are paid into the Certificate. At maturity, you authorize PSECU to redeem the Certificate to pay any remaining loan balance. Funds remaining after repayment of the loan will be deposited to Regular Shares if you do not contact PSECU on or before the maturity date. Automatic renewal of the Certificate pledged cannot occur until the loan balance is paid in full.
- If you have been approved for credit under this account, you will be given a specific credit limit. Late Charge: If you are more than 15 days late in making a payment, you will pay a late charge equal to five percent of the scheduled payment. Collection Costs: You promise to pay all costs of collecting the amount you owe under this agreement, including court costs and fees paid to outside attorneys as calculated according to the schedule of fees below.

## VISA Credit Card Disclosures

FINANCE CHARGE: Finance Charge (interest) is calculated at the monthly periodic rate and corresponding annual percentage rate on the average daily balances of purchases and cash advances as described below:

	Monthly Periodic Rate	ANNUAL PERCENTAGE RATE
VISA (Purchases)	.00825	9.9%
VISA (Cash advances, Checks)	.01075	12.9%

MINIMUM PAYMENT: The minimum monthly payment will be either (a) 2.0% of your total new balance or \$20.00, whichever is greater; or (b) your total new balance if it is less than \$20.00, plus (c) any portion of the minimum payment(s) shown on prior statement(s) which remains unpaid.

COLLECTION COSTS: You promise to pay all costs of collecting the amount you owe under this agreement including court costs and reasonable attorney fees.

LATE CHARGE: You promise to pay a late charge of 5% of your monthly minimum loan payment on every payment that is past due.

TELEPHONE INFORMATION AND MAILING ADDRESS: For all purposes as referenced in the VISA Credit Card Agreement and Truth in Lending Disclosure, call PSECU at (717) 234-8484 in Harrisburg or (800) 237-7328 nationwide, or write the Credit Union at: PSECU, PO Box 67013, Harrisburg, PA 17106-7013.

## PSL Minimum Payment Ranges (per thousand/portion thereof)\*

Loan Balance at Time of Advance	Minimum Monthly Payment	Minimum Biweekly Payment
19,000.01 to 20,000.00	400	200
18,000.01 to 19,000.00	380	190
17,000.01 to 18,000.00	360	180
16,000.01 to 17,000.00	340	170
15,000.01 to 16,000.00	320	160
14,000.01 to 15,000.00	300	150
13,000.01 to 14,000.00	280	140
12,000.01 to 13,000.00	260	130
11,000.01 to 12,000.00	240	120
10,000.01 to 11,000.00	220	110
9,000.01 to 10,000.00	200	100
8,000.01 to 9,000.00	180	90
7,000.01 to 8,000.00	160	80
6,000.01 to 7,000.00	140	70
5,000.01 to 6,000.00	120	60
4,000.01 to 5,000.00	100	50
3,000.01 to 4,000.00	80	40
2,000.01 to 3,000.00	60	30
1,000.01 to 2,000.00	40	20
Up to 1,000.00	20	10

FIRST PAYMENT: Your first payment is due and payable within 30 days from the date of the loan advance.

\* Personal Service Signature Loan Minimum Payment: \$100

**CUNA Mutual Insurance Society**  
5910 Mineral Point Road, Madison  
Wisconsin 53701

Credit Life Insurance (cost per \$100 of monthly loan balance):	Single Credit Life - \$.070
	Joint Credit Life - \$.123

# Monthly Renewable Credit Disability Disclosure Form

The Schedule of Rates shown below are gross balance rates. This means the rates are applied to the sum of the periodic loan payments which remain to be paid on your loan. The rate we use is determined by the projected loan term of your loan (See your loan plan to find the projected term of your loan). For example, if the projected term of your loan is 24 months and the benefit plan is a 14 day nonretroactive, the rate for the term is .2287 per \$100 of gross balance. If the amount of your periodic loan payment is \$100, the gross balance of your loan during the first month of your loan is \$2,400 (.24 x \$100). Our charge to you for insurance for the first month of your loan term would be \$2,400 x .01, or \$5.49. After you have made your first \$100 periodic loan payment, the gross balance of your loan would then be \$2,300 (.23 x \$100) and our charge to you for your insurance for the second month would be \$2,300 x .01, or \$5.26, etc. The charges we actually make to you for your insurance are shown in your periodic statement which you receive from PSECU.

**Please remember, whenever you add a new advance to your loan, you recast the loan and a new projected loan term is determined according to your loan plan**

Please note also that if the amount of your periodic loan payment is greater than the maximum benefit per month shown in the insurance schedule of your certificate of insurance, our charge to you is based on the sum of the maximum benefits per month times the number of periodic loan payments remaining to be paid on your loan. For example, if your periodic loan payment is \$400 and the maximum benefit per month is \$300 and you have 24 payments remaining to be paid, the gross balance of your loan for purposes of this insurance would be \$7,200 (not \$9,600) and our charge to you for insurance the first month would be \$16.47 ( $\$7,200 \times .2287 \times 0.01$ ).

**Pennsylvania Monthly Renewable Credit Disability Disclosure Rates Per \$100 of Coverage Per Month**

Term	Rate	Term	Rate	Term	Rate	Term	Rate
1		31	.1985	61	.1388	91	.1151
2		32	.1953	62	.1382	92	.1147
3		33	.1922	63	.1369	93	.1138
4	.4182	34	.1894	64	.1359	94	.1132
5	.4362	35	.1867	65	.1327	95	
6	.4493	36	.1835	66	.1341	96	.1123
7	.4163	37	.1800	67	.1330	97	.1118
8	.3930	38	.1783	68	.1318	98	.1115
9	.3724	39	.1752	69	.1314	99	.1107
10	.3556	40	.1732	70	.1303	100	.1102
11	.3416	41	.1708	71	.1292	101	.1099
12	.3298	42	.1690	72	.1285	102	.1094
13	.3154	43	.1668	73	.1275	103	.1089
14	.3042	44	.1647	74	.1266	104	.1082
15	.2832	45	.1627	75	.1259	105	.1078
16	.2824	46	.1608	76	.1250	106	.1075
17	.2750	47	.1594	77	.1244	107	.1069
18	.2673	48	.1572	78	.1235	108	.1066
19	.2594	49	.1560	79	.1227	109	.1062
20	.2513	50	.1539	80	.1219	110	.1058
21	.2458	51	.1524	81	.1213	111	.1056
22	.2390	52	.1509	82	.1206	112	.1050
23	.2336	53	.1499	83	.1198	113	.1046
24	.2287	54	.1481	84	.1193	114	.1044
25	.2234	55	.1466	85	.1186	115	.1040
26	.2184	56	.1456	86	.1179	116	.1036
27	.2139	57	.1440	87	.1174	117	.1033
28	.2103	58	.1424	88	.1168	118	
29	.2070	59	.1417	89	.1161	119	.1022
30	.2026	60	.1402	90	.1157	120	.1020

**William A. Shaw**  
Prothonotary/Clerk of Courts

JAN 16 2007

# In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **102347**

PENNSYLVANIA STATE EMPLOYEES CREDIT UNION

Case # 07-80-CD

vs.

LORI R. RODKEY and PAUL RODKEY

TYPE OF SERVICE COMPLAINT

## SHERIFF RETURNS

NOW May 01, 2007 RETURNED THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO LORI R. RODKEY & PAUL RODKEY, DEFENDANT. NEVER RECVD ADDL. COPY or 911 ADDRESS

SERVED BY: /

**FILED**  
01341 CD  
MAY 01 2007  
LF

## Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	VAN ECK	2289	20.00
SHERIFF HAWKINS	VAN ECK	2289	14.00

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2007

So Answers,

*Chester A. Hawkins*  
by *Marley Hamer*  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

PENNSYLVANIA STATE EMPLOYEES  
CREDIT UNION,

Plaintiff

vs.

LORI R. RODKEY and  
PAUL RODKEY,

Defendants

: NO. 07-80-CD

: CIVIL ACTION -LAW

NOTICE TO DEFEND

Pursuant to PA RCP No. 1018.1

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after the Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CAN NOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
(800)692-7375

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

JAN 16 2007

**EN LA CORTE DE ALEGATOS COM ÚN DEL CONDADO DE  
CLEARFIELD, PENNSYLVANIA**

<b>PENNSYLVANIA STATE EMPLOYEES</b>	:	<b>NO.</b>
<b>CREDIT UNION,</b>	:	
<b>Plaintiff</b>	:	
<b>vs.</b>	:	
<b>LORI R. RODKEY and</b>	:	
<b>PAUL RODKEY,</b>	:	
<b>Defendants</b>	:	<b>CIVIL ACTION -LAW</b>

**AVISO PARA DEFENDER**

Conforme a PA Núm. 1018.1

USTED HA SIDO DEMANDO/A EN LA CORTE. Si usted desea defender contra la demanda puestas en las siguientes páginas, usted tienen que tomar acción dentro veinte (20) días después que esta Demanda y Aviso es servido, con entrando por escrito una apariencia personalmente o por un abogado y archivando por escrito con la Corte sus defenses o objeciones a las demandas puestas en contra usted. Usted es advertido que si falla de hacerlo el caso puede proceder sin usted y un juzgamiento puede ser entrado contra usted por la Corte sin más aviso por cualquier dinero reclamado en la Demanda o por cualquier otro reclamo o alivio solicitado por Demandante. Usted puede perder dinero o propiedad o otros derechos importante para usted.

USTED DEBE LLEVAR ÉSTE PAPEL A SU ABOGADO ENSEGUIDA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELÉFONO LA OFICINA FIJADA AQUÍ ABAJO. ESTA OFICINA PUEDE PROVEERÉ CON INFORMACIÓN DE CÓMO CONSEGUIR UN ABOGADO.

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ÉSTA OFICINA PUEDE PROVEERÉ INFORMACIÓN ACERCA AGENCIAS QUE PUEDAN OFRECER SERVICIOS LEGAL A PERSONAS ELIGIBLE AQ UN HONORARIO REDUCIDO O GRATIS.

Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
(800)692-7375

**IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA**

**PENNSYLVANIA STATE EMPLOYEES  
CREDIT UNION,**

**Plaintiff**

**vs.**

**LORI R. RODKEY and  
PAUL RODKEY,**

**Defendants**

**: NO.**

**:**

**:**

**:**

**:**

**:**

**:**

**:**

**:**

**: CIVIL ACTION -LAW**

**COMPLAINT**

**AND NOW**, comes Plaintiff, Pennsylvania State Employees Credit Union, by and through its attorneys, Melissa L. Van Eck, Esquire and states the following cause of action and in support thereof, avers as follows:

1. Plaintiff, Pennsylvania State Employees Credit Union, is a financial institution qualified to conduct business in the Commonwealth of Pennsylvania with offices and/or a place of business situate at 1 Credit Union Place, Harrisburg, Dauphin County, Pennsylvania.

2. Defendant, Lori R. Rodkey, is an adult individual with a last known address of RR1 Box 87C, Frenchville, PA 16836.

3. Defendant, Paul Rodkey, is an adult individual with a last known address of RR1 Box 87C, Frenchville, PA 16836.

4. Defendants are, and at all relevant time material hereto have been, the primary loan applicants.

5. Defendants applied to Plaintiff for a personal service and VISA loan. A true and correct copy of said application is attached hereto, incorporated herein and marked as Exhibit "A".

6. The application submitted by Defendants was approved by Plaintiff.
7. Pursuant to the loan application marked as Exhibit "A", Defendants agreed to the terms and conditions of the extension of credit as set forth in the Loanliner Credit and Security Agreement (hereinafter referred to as "Contract"). A true and correct copy of the Loanliner Credit and Security Agreement is attached hereto, incorporated herein and marked as Exhibit "B".
8. Defendants have accepted the monies borrowed from Plaintiff pursuant to the terms and conditions of the Contract marked as Exhibit "B".
9. Various charges and payments were made by Defendants on the account
10. Defendants have defaulted on the loan by failing to make timely and regular payments.
11. The last payment made by Defendants was on July 18, 2005, with regard to the pesonal service loan account. The last payment by defendants was on May 24, 2005, with regard to the VISA loan account.
12. Defendants were required under the contract to make regular and timely payments.
13. Plaintiff has maintained a statement of account keeping an accurate and running amount of debits and credits made on Defendants' account.
14. Plaintiff has submitted to Defendants a copy of the statement of account accurately showing all debits and credits for transactions with Defendants.
15. Defendants have not objected to any of the monthly statements of account submitted by Plaintiff to Defendants.



16. Despite Plaintiff's reasonable and repeated demands for payment, Defendants have failed, refused and continue to refuse to pay all sums due and owing on Defendants' loan account balance, all to the damage of Plaintiff.

17. As of January 12, 2007, the balance due, owing and unpaid on Defendants' loan account with Plaintiff is the sum of Eleven Thousand Seven Hundred Fifty-eight Dollars and 93/100 (\$11,758.93).

18. Pursuant to the terms and conditions of the extension of credit contained in the Contract, Plaintiff is entitled to receive and Defendants agreed to pay an annual interest charge on the principal loan balance.

19. Pursuant to the terms and conditions of the extension of credit as set forth in Exhibit "B", Defendants agreed to pay reasonable attorney's fees and all court and collection costs.

20. Plaintiff has retained the services of Melissa L. Van Eck, Esquire of Van Eck & Van Eck, in the collection of the amounts due and owing by Defendants.

21. As of the filing of this Complaint, Plaintiff has incurred reasonable attorney's fees from said law office incident to the within action, and Plaintiff shall continue to incur such attorney's fees throughout the conclusion of the proceedings.

22. The amount of attorney's fees incurred in this matter is the sum of Two Thousand Three Hundred Seventy-six Dollars and 78/100 (\$2,376.78).

23. Any and all conditions precedent to the bringing of this action have been performed by Plaintiff.

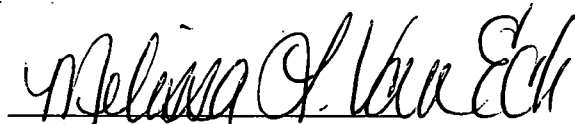
24. The amount in controversy is within the jurisdictional amount requiring compulsory arbitration.

**WHEREFORE**, Plaintiff, Pennsylvania State Employees Credit Union, respectfully requests this Honorable Court to enter judgment in favor of Plaintiff and against Defendants, Lori R. Rodkey and Paul Rodkey, in the amount of Eleven Thousand Seven Hundred Fifty-eight Dollars and 93/100 (\$11,758.93), plus interest, reasonable attorney's fees in the amount of Two Thousand Three Hundred Seventy-six Dollars and 78/100 (\$2,376.78), the costs of this action, and such other relief as the Court deems just and proper.

Respectfully submitted,

VAN ECK & VAN ECK, P.C.

By:



Melissa L. Van Eck, Esquire

Attorney I.D. No. 85869

P.O. Box 6662

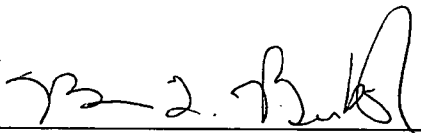
Harrisburg, PA 17112

717.540.5406

### VERIFICATION

I, Bonnie L. Berkoski, hereby certify that the following is correct:

The facts set forth in the foregoing Complaint are based upon information which I have furnished to counsel, as well as upon information which has been gathered by counsel and/or others acting on my behalf in this matter. The language of the Complaint is that of counsel and not my own. I have read the Complaint, and to the extent that it is based upon information which I have given to counsel, it is true and correct to the best of my knowledge, information, and belief. To the extent that the content of the Complaint is that of counsel, I have relied upon such counsel in making this Verification. I hereby acknowledge that the facts set forth in the aforesaid Complaint are made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
Bonnie L. Berkoski

Date: 7/12/07

## EXHIBIT "A"

# PERSONAL SERVICE LOAN AND VISA ACTIVATION NOTICE

November 15, 2000

NOV 22 2000

NOV 21 2000

## Loan

### Information:

SS #: 168-52-9989

Applicant: LORI ROBERTSON

Ref #: 125246 301 N

Co-applicant: PAUL RODKEY

Approval Amount: \$11,500

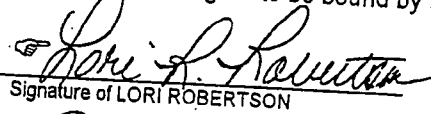
Co-applicant SS #: 208-50-7713

Home Telephone #: 814 263-7258

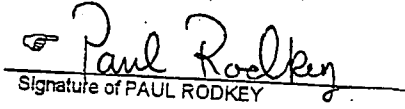
Work Telephone #: 814 375-5950

### Signatures:

We acknowledge receipt of the PSECU LOANLINER Disclosure and Credit Agreement and agree to be bound by the terms set forth in said agreement.

  
Signature of LORI ROBERTSON

11/20/00  
Date

  
Signature of PAUL RODKEY

11/20/00  
Date

**NOTICE TO CO-APPLICANT:** The Co-applicant is a person who is responsible for the entire debt. The Co-applicant will also be obligated to pay fees and collection costs if any. PSECU can collect this debt from the Co-applicant without first trying to collect from the Applicant. PSECU can use the same collection methods against the Co-applicant that can be used against the Applicant. If this debt is ever in default, that fact may become a part of the Co-applicant's credit history. As a Co-applicant, you should make certain that you want to accept the responsibility for paying the entire debt.

- I would like an immediate PSL advance of \$\_\_\_\_\_. PURPOSE: \_\_\_\_\_  
Send a ☐ check, or ☐ deposit to my S4 (MoneyHandler/Checking Shares)
- Select your Personal Service Loan repayment option.  
☐ Payroll deduction ☐ Automatic Transfer ☐ Direct Payment ☐ Homebanking  
☐ Self Service Telephone
- I ☐ want ☐ do not want overdraft protection from my Personal Service Loan.
- I would like an immediate VISA advance of \$\_\_\_\_\_. PURPOSE: \_\_\_\_\_  
Send a ☐ check, or ☐ deposit to my S4 (MoneyHandler/Checking Shares)
- You may have one additional card issued on your VISA account. Indicate your choice below:
  - ☐ Please issue an additional card (with the same VISA number as mine) in the name of the co-applicant, PAUL RODKEY.
  - ☐ Please issue an additional card in the name below. I authorize him/her to use it and I accept full responsibility for all charges and/or cash advances just as though I made them. Authorized card holders may not order replacement cards or obtain VISA account information (i.e. detailed transactions, balance information, payment activity). LORI ROBERTSON must sign below.

\_\_\_\_\_  
Name of Authorized Card Holder

  
\_\_\_\_\_  
Signature of LORI ROBERTSON

SCANNED

**EXHIBIT "B"**



## Loan Disclosures

### LOANLINER® CREDIT AND SECURITY AGREEMENT

This LOANLINER® Credit and Security Agreement, which includes the Truth in Lending Disclosures, will be referred to as the Plan. The Plan documents include this Agreement and an Addendum. You, your and borrower mean any person who signs the Plan. Credit Union, we, our and us mean PSECU or anyone to whom the Credit Union transfers its rights under the Plan. This is a multi-state document which may be used to lend to borrowers in all states.

**1. HOW THIS PLAN WORKS** — This is an open-end, multi-featured credit plan. We anticipate that, from time to time, you will borrow money (called "advances") under the Plan. We are not required to make advances to you under the Plan and can refuse a request for an advance at any time. The Addendum describes the different types of credit (called "subaccounts") available under the Plan, the current interest rate for each subaccount expressed as a daily periodic rate and corresponding annual percentage rate and other charges. It may also have other terms and a schedule for determining the payment amounts.

**2. CREDIT LIMIT** — We may, but do not have to, establish a credit limit on certain subaccounts. If a credit limit is set for a subaccount, you promise not to exceed the established credit limit. If you exceed the credit limit, you promise to repay immediately the amount which exceeds the credit limit.

**3. REPAYMENT** — You promise to repay all amounts you owe under the Plan plus interest. Payments are due on the last day of the month unless we set a different date at the time of an advance. If the Addendum has no payment schedule for a subaccount, your payment will be determined at the time of each advance. Payments must include any amount past due and any amount by which you have exceeded any credit limit you have been given for a subaccount. You may repay all or part of what you owe at any time without any prepayment penalty. Even if you repay, you will still be required to make the regularly scheduled payments unless we agree in writing to a change in the payment schedule. If you have a joint share draft account, you will be responsible for paying all overdraft advances obtained by a joint holder of the share draft account. Payments will be applied in the order the Credit Union chooses.

**4. PLAN ACCESS** — You can obtain credit advances in any manner authorized by us. If we allow you to use your ATM/Debit card to access the Plan, you may be liable for the unauthorized use of your ATM/Debit card. You will not be liable for unauthorized use that occurs after you notify us, orally or in writing, of the loss, theft, or possible unauthorized use. If you believe your ATM/Debit card has been lost or stolen, immediately inform the Credit Union by calling or writing us at the telephone number or address that appears elsewhere in the Plan. If the card is used to obtain advances directly from the Plan, your liability will not exceed \$50. If the unauthorized withdrawal is from a share draft account, your liability is governed by the Regulation disclosures you received at the time you received your ATM/Debit card, even if the withdrawal results in an advance being made from your overdraft subaccount.

**5. FINANCE CHARGE** — The dollar amount you pay for money borrowed is called "finance charge" and begins on the date of each advance. A finance charge will be computed separately for each separate balance under the Plan. To compute the finance charge, the unpaid balance for each day since your last payment (or since an advance if you have not yet made a payment) is multiplied by the applicable daily periodic rate. The sum of these amounts is the finance charge owed. The balance used to compute the finance charge is the unpaid balance each day after payments and credits to that balance have been subtracted and any additions to the balance have been made. In addition to interest, we may charge other finance charges which are disclosed on the Addendum. If the interest rate is a variable interest rate, the Addendum explains how the variable interest rate works.

**6. SECURITY INTEREST** — The Plan is secured by the shares and deposits in all joint and individual accounts you have with the Credit Union now and in the future. Shares and deposits in an Individual Retirement Account and any other account which would lose special tax treatment under state or federal law if given as security are not subject to the security interest you have given in your shares and deposits. Additional security may be required depending on the subaccount under which an advance is requested. For example, a subaccount called "New Car Advances" means the security will be a new car. A subaccount called "Other Secured Advances" means you must offer security acceptable to the Credit Union for the advance. Property given as security for any advance under the Plan will secure all other amounts you owe under the Plan or under any other Agreement with us now and in the future. Property securing other loans with us may also secure the Plan. However, if you have given your dwelling as security for a loan with us, that dwelling will not secure an advance made under the Plan.

**7. PROPERTY INSURANCE, TAXES AND FEES** — You will be required to purchase property insurance on certain types of security that you give for advances. You may choose the property insurance from anyone you choose who is acceptable to the Credit Union. The amount and coverage of the property insurance must be acceptable to us. You may provide the property insurance through a policy you already have, or

through a policy you get and pay for. You promise to make the insurance policy payable to us and to deliver the policy or proof of coverage to us if asked to do so.

If you cancel your insurance and get a refund, we have a right to the refund. If the property is lost or damaged, we can use the insurance settlement to repair the property or apply it towards what you owe. You authorize us to endorse any draft or check which may be payable to you in order for us to collect any refund or benefits due under your insurance policy. You promise to pay all taxes and fees (like registration fees) due on the property and to keep the property insured against loss and damage.

If you do not pay the taxes or fees on the property when due or keep it insured, we may pay these obligations, but we are not required to do so. Any money we spend for taxes, fees or insurance will be added to the unpaid balance of the advance and you will pay interest on those amounts at the same rate you agreed to pay on the advance. We may receive payments in connection with the insurance from a company which provides the insurance. We may monitor our loans for the purpose of determining whether you and other borrowers have complied with the insurance requirements of its loan agreements or may engage others to do so. The insurance charged added to your advance may include (1) the insurance company's payments to us and (2) the cost of determining compliance with the insurance requirements. If we add amounts for taxes, fees or insurance to the unpaid balance of your advance, we may increase your payments to pay the amount added within the term of the insurance or approximate term of the advance.

**8. NOTICE** — If you do not purchase the required property insurance, the insurance we may purchase and charge you for will cover only our interest in the property. The insurance will not be liability insurance.

**9. CREDIT INSURANCE** — Credit life and/or credit disability insurance is optional under the Plan. If you qualify for and purchase the insurance from us, you authorize us to add the insurance premiums monthly to your loan balance and charge you interest on the entire balance. If you elect credit insurance, your payments may increase or the period of time necessary to repay your advance may be extended beyond the approximate term stated on the Addendum. The credit insurance rates may change during the Plan. If the rates change, we will provide any notices required by applicable law.

**10. PERIODIC STATEMENT** — On a regular basis you will receive a statement showing all transactions under the Plan during the period covered by the statement. Statements and notices will be sent to you at the most recent address you have given us in writing. Unless applicable law requires notice to each joint borrower, notice to any one of you will be notice to all.

**11. JOINT ACCOUNTS** — If this is a joint account, each of you is individually and jointly responsible for paying all amounts owed. That means we can enforce our rights under the Plan against any one of you individually or against all of you together. If you give us inconsistent instructions, we can refuse to follow your instructions. Unless our written policy requires all of you to sign for an advance, each of you authorizes the other(s) to obtain advances individually and agrees to repay advances made to the other(s).

**12. FEES AND CHARGES** — If you give us a security interest in certain types of property, we may charge you a filing fee to perfect our interest in the property. If so, the amount of the fee will be disclosed to you at the time you obtain an advance. We may also charge you other fees in connection with the Plan. Those fees are disclosed on the Addendum and will be added to your loan balance unless you pay them in cash.

**13. UPDATING CREDIT INFORMATION** — You promise that you will promptly give us written notice if you move, change your name or employment, or if any other information you provided to us changes. Upon our request you also agree to provide us updated financial information.

**14. DEFAULT** — *The following paragraph applies to borrowers in Idaho, Kansas, Maine and South Carolina:* You will be in default if you do not make a payment of the amount required when it is due. You will also be in default if we believe the prospect of payment, performance, or realization on any property given as security is significantly impaired.

*The following paragraph applies only to borrowers in Wisconsin:* You will be in default if you fail to make a payment when due two times during any 12-month period. You will be in default if breaking any promise made under the Plan materially impairs your ability to repay what you owe. You will also be in default if breaking any promise made under a Security Agreement made in connection with an advance, materially impairs the condition, value, or protection of or our right in the property you gave as security.

*The following paragraph applies only to borrowers in Iowa:* You will be in default if you are more than 10 days late in making a payment. You will also be in default if

**LOANLINER® Credit and Security Credit Agreement (continued)**

you do not comply with the terms of the Plan and your failure to comply materially impairs any property you gave as security of your ability to repay what you owe under the Plan.

**The following paragraph applies to borrowers in all other states:** You will be in default if you do not make a payment of the amount required when it is due. You will be in default if you break any promise you made under the Plan or if anyone is in default under any security agreement made in connection with an advance under the Plan. You will be in default if you die, file for bankruptcy, become insolvent, if you make any false or misleading statements in any credit application or update of credit information, or if something happens we believe may substantially reduce your ability to repay what you owe. You will also be in default under the Plan if you are in default under any other loan agreement with us.

**15. ACTIONS AFTER DEFAULT — The following paragraph applies to borrowers in Colorado, District of Columbia, Iowa, Kansas, Maine, Massachusetts, Missouri, Nebraska, West Virginia and South Carolina:** When you are in default and after expiration of any right you have under applicable state law to cure your default, we can demand immediate payment of the entire unpaid balance under the Plan without giving you advance notice.

**The following paragraph applies to borrowers in all other states except, Wisconsin and Louisiana:** When you are in default, we can require immediate payment (acceleration) of the entire unpaid balance under the Plan. You waive any right you have to demand for payment, notice of intent to accelerate and notice of acceleration.

**The following paragraphs apply to borrowers in all states except, Wisconsin and Louisiana:** If immediate payment is demanded, you will continue to pay interest until what you owe has been repaid, at the applicable interest rates in effect unless a default rate is disclosed on the Addendum. If a demand for immediate payment has been made, the shares and deposits given as security for the Plan can be applied towards what you owe. We can also exercise any other rights given by law when you are in default.

You agree the Credit Union has the right to take possession of any property given as security for an advance under the Plan without judicial process if this can be done without breach of the peace. If we ask, you promise to deliver the property at a time and place we choose. We will not be responsible for any other property, not covered by this Agreement, that you leave inside the property or that is attached to the property. We will try to return that property to you or make it available to you to claim.

After we have possession of the property, we can sell it and apply the money to any amounts you owe us. We will give you notice of any public sale or the date after which a private sale will be held. Our expenses for taking possession of and selling the property will be deducted from the money received from the sale. Those costs may include the cost of storing the property, preparing it for sale and attorney's fees to the extent permitted under state law or awarded under §506(b) of the Bankruptcy Code. The rest of the sale money will be applied to what you owe under the Plan.

**16. ACTIONS AFTER DEFAULT — WISCONSIN — The following paragraph applies only to Wisconsin borrowers:** When you are in default and after expiration of any right you have under applicable state law to cure your default, we may require immediate payment of your outstanding loan balance under the Plan and seek possession of the property. You may voluntarily give the property to us if you choose, or we may seek to take possession of the property by judicial process. If we repossess the property, you agree to pay reasonable expenses incurred in disposing of the property. If the property is a motor vehicle, mobile home, trailer, snowmobile, boat or aircraft, you will also be required to pay any costs permitted by Section 422.413 of the Wisconsin Statutes.

**17. ACTIONS AFTER DEFAULT — LOUISIANA — The following paragraph applies only to Louisiana borrowers:** When you are in default, we can require immediate payment (acceleration) of the entire unpaid balance under the Plan. You waive any right you have to demand for payment, notice of intent to accelerate and notice of acceleration. If immediate payment is demanded, you will continue to pay interest until what you owe has been repaid at the applicable interest rates in effect unless a default rate is disclosed on the Addendum. If a demand for immediate payment has been made, the shares and deposits given as security for the Plan can be applied towards what you owe. We can also exercise any other rights given by law when you are in default and our rights under any security agreements you have with us.

**18. CANCELLING OR CHANGING THE PLAN — The following paragraph applies only to borrowers in Illinois:** We have the right to change the terms of the Plan from time to time after giving you any advance notice required by law. Any change to the interest rate or other charges will apply to future advances.

**The following paragraphs apply only to borrowers in Wisconsin:** We can change the terms of the Plan from time to time in accordance with Section 422.415 of the Wisconsin Statutes. You will be notified of any change in terms. An increase in the daily periodic rate under a variable rate interest rate is not considered a change in terms under the Plan.

We can cancel the entire Plan or any part of the Plan at any time. You may cancel the Plan at any time by giving us prior written notice. Your obligation to pay the unpaid balances under the terms of the Plan continues whether you or the credit union cancel the Plan, except to the extent that your liability is limited by Section 422.4155 of the Wisconsin Statutes.

**The following paragraph applies only to borrowers in Iowa:** We can change the terms of the Plan from time to time after giving you any advance notice required by law. A change that increases the rate of finance charge or other charge, that increases the amount of your payments, or that otherwise adversely affects existing balances will apply to existing balances only if you agree to the change or you use the Plan after receiving notice that your use of the Plan means you agree the change applies to existing balances.

**The following paragraph applies to borrowers in all other states:** We have the right to change the terms of the Plan from time to time after giving you any advance notice required by law. Any change in the interest rate will apply to future advances, and at our discretion, and subject to any requirements of applicable law, will also apply to unpaid balances.

**The following paragraph applies to all borrowers other than Wisconsin borrowers:** An increase in the daily periodic rate under a variable interest rate is not considered a change in terms under the Plan. We can cancel the entire Plan or any part of the Plan at any time. You can cancel the Plan at any time. Your obligation to pay the unpaid balances under the terms of the Plan continues whether you or the Credit Union cancel the Plan.

**Sections 21-25 apply if you give security in connection with an advance under the Plan. They apply to borrowers in all states except Louisiana. Louisiana borrowers will execute a separate security agreement. Borrowers in other states may also be asked to execute a separate security agreement.**

**19. DELAY IN ENFORCING RIGHTS AND CHANGES IN THE PLAN —** We can delay enforcing any of our rights under this Plan any number of times without losing the ability to exercise our rights later. We can enforce this Plan against your heirs or legal representatives. If we change the terms of the Plan, you agree that this Plan will continue to protect us.

**20. CONTINUED EFFECTIVENESS —** If any part of this Plan is determined by a court to be unenforceable, the rest will remain in effect.

**21. THE SECURITY FOR THE LOAN —** You give us what is known as a security interest in all property described in any receipt, voucher or other document you receive for an Advance ("the Advance"). The security interest you give includes all accessions. Accessions are things which are attached to or installed in the property now or in the future. The security interest also includes any replacements for the property which you buy within 10 days of the Advance or any extensions, renewals or refinancing of the Advance. It also includes any money you receive from selling the property or from insurance you have on the property. If the value of the property declines, you promise to give us more property as security if asked to do so.

**22. WHAT THE SECURITY INTEREST COVERS —** The security interest secures the Advance described in the receipt, voucher or any other document you receive at the time of the Advance and any extensions, renewals or refinancings of the Advance. It also secures any other advances you have now or receive in the future under the Plan and any other amounts or loans, including any credit card loan, you owe us for any reason now or in the future, except any loan secured by your principal residence. If the property is household goods as defined by the Federal Trade Commission Credit Practices Rule, the property will secure only the Advance and not other amounts you owe.

**23. OWNERSHIP OF THE PROPERTY —** You promise that you own the property or if the Advance is to buy the property, you promise you will use the Advance for that purpose. You promise that no one else has any interest in or claim against the property that you have not already told us about. You promise not to sell or lease the property or to use it as security for a loan with another creditor until the Advance is repaid. You promise you will allow no other security interest or lien to attach to the property either by your actions or by operation of law.

**24. PROTECTING THE SECURITY INTEREST —** If your state issues a title for the property, you promise to have our security interest shown on the title. We may have to file what is called a financing statement to protect our security interest from the claims of others. If asked to do so, you promise to sign a financing statement. You also promise to do whatever else we think is necessary to protect our security interest in the property.

**25. USE OF PROPERTY —** Until the Advance has been paid off, you promise you will: (1) Use the property carefully and keep it in good repair. (2) Obtain our written permission before making major changes to the property or changing the address where the property is kept. (3) Inform us in writing before changing your address. (4) Allow us to inspect the property. (5) Promptly notify us if the property is damaged, stolen or abused. (6) Not use the property for any unlawful purpose.

**26. NORTH DAKOTA NOTICE TO BORROWERS PURCHASING A MOTOR VEHICLE. THE MOTOR VEHICLE IN THIS TRANSACTION MAY BE SUBJECT TO REPOSSESSION. IF IT IS REPOSSESSED AND SOLD TO SOMEONE ELSE, AND ALL AMOUNTS DUE TO THE SECURED PARTY ARE NOT RECEIVED IN THAT SALE, YOU MAY HAVE TO PAY THE DIFFERENCE.**

**27. VERMONT NOTICE TO CO-SIGNER — YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.**



## BILLING RIGHTS

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

### NOTIFY US 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, write us on a separate sheet at the address listed on your statement. 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, 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, describe the item you are not sure about.

If you have authorized us to pay a credit card account automatically from your share account or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

**YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE** - We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 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. We can continue to send statements to you for the amount you question, including finance charges, and we can apply any unpaid amount

against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your statement that are not in question.

If we find that we made a mistake on your statement, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

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 to us within ten 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 of the questioned amount, even if your statement was correct.

**SPECIAL RULE FOR CREDIT CARD PURCHASES** — If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right: (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

## VISA® CREDIT CARD AGREEMENT AND TRUTH IN LENDING DISCLOSURE

In this Agreement, the words **you** and **your** means each and all of those who apply for the card or who signs this Agreement. **Card** means the VISA Credit Card and any duplicates and renewals we issue. **Account** means your VISA Credit Card Line of Credit account with us. **We, us, and ours** means this Credit Union.

**1. RESPONSIBILITY** — If we issue you a card, you agree to repay all debts and the Finance Charge arising from the use of the card and the card account. For example, you are responsible for charges made by yourself, your spouse and minor children. You are also responsible for charges made by anyone else to whom you give the card, and this responsibility continues until the card is recovered. You cannot disclaim responsibility by notifying us, but we will close the account for new transactions if you so request and return all cards. Your obligation to pay the account balance continues even though an agreement, divorce decree or other court judgment to which we are not a party may direct you or one of the other persons responsible to pay the account.

**2. LOST CARD NOTIFICATION** — If you believe the card has been lost or stolen, you will immediately call the Credit Union at (717) 234-8484 or (800) 237-7328. After hours call (800) 556-5678.

**3. LIABILITY FOR UNAUTHORIZED USE** — You understand that your total liability to the Credit Union shall not exceed \$50 for any card transactions resulting from the loss, theft or unauthorized use of the card that occurs prior to the time you give notice to the Credit Union. Such liability does not apply when the card is used to make electronic fund transfers. The Credit Union uses neural networks, which by artificial intelligence can recognize and alert us to potential fraudulent transactions. These alerts may generate inquiries about your use of the card and we apologize for any inconvenience this might cause.

**4. CREDIT LINE** — If we approve your application, we will establish a self-replenishing Line of Credit for you and notify you of its amount when we issue the card. You agree not to let the account balance exceed this approved Credit Line. Each payment you make on the account will restore your Credit Line by the amount of the payment which is applied to the principal. You may request an increase in your Credit Line only by written application to us, which must be approved by our credit committee or loan officer. By giving you written notice we may reduce your Credit Line from time to time, or with good cause, revoke your card and terminate this Agreement. Good cause includes your failure to comply with this Agreement or any other agreement with us, or our adverse reevaluation of your creditworthiness. You may also terminate this Agreement at any time, but termination by either of us does not affect your obligation to pay the account balance. The cards remain our property and you must recover and surrender to us all cards upon our request and upon termination of this Agreement.

**5. CREDIT INFORMATION** — You authorize us to investigate your credit standing when opening, renewing or reviewing your account, and you authorize us to disclose information regarding your account to credit bureaus and other creditors who inquire of us about your credit standing.

**6. MONTHLY PAYMENT** — We will mail you a statement every month showing your Previous Balances of purchases and cash advances, the current transactions on your account, the remaining credit available under your Credit Line, the New Balances of purchases and cash advances, the Total New Balance, the Finance Charge due to date, and any other billed fees, and the Minimum Payment required. Every month you must pay at least the Minimum Payment within 25 days of your statement closing date. By separate agreement you may authorize us to charge the minimum payment automatically to your share or checking account with us. You may, of course, pay more frequently, pay more than the Minimum Payment, or pay the Total New Balance in full, and you will reduce the finance charge by doing so.

The minimum payment will be (a) 2% of your Total New Balance, rounded up to the next even dollar, or (b) \$20.00, whichever is greater. In addition, at any time your Total

New Balance exceeds your Credit Line, you must immediately pay the excess upon our demand. We will apply payments in the following manner: first to previous late fees, then to previous cash advances finance charges, then to previous purchase finance charges, then to current late fees, then to previous cash advance balances, then to previous purchase balances in the order that they were posted to your account, then to current cash advance balances, and then to current purchase balances.

**7. FINANCE CHARGES** — You can avoid Finance Charge on purchases by paying the full amount of the New Balance of Purchases each month within 25 days of your statement closing date. Otherwise, the New Balance of Purchases, and the subsequent purchases from the date they are posted to your account, will be subject to Finance Charge. Cash advances are always subject to Finance Charge from the date they are posted to your account.

**Purchases:** We calculate your finance charge by multiplying the average adjusted daily balance (see explanation below), including new purchases, for the billing cycle by the monthly periodic purchase rate as disclosed on the addendum.

**Cash Advances:** We calculate your finance charge on cash advances by multiplying the average adjusted daily balance (see explanation below) for cash advances during the billing cycle by the monthly periodic advance rate.

### Balance Computation Method

**Average Daily Balance for Purchases** - The Average Daily Balance for Purchase Transactions is calculated by adding the Daily Balances (Purchase Transaction) for each day in the billing cycle, and then dividing by the number of days in the billing cycle. To calculate the Daily Balance for purchases each day, we take the following steps: We take the outstanding balance (all amounts you owe) at the start of the day. Then, in the sequence in which amounts are posted to your account, we add the amounts of all debits and subtract the amounts of all credits or payments which post to your account that day. After applying payments and credits, we subtract the amount of any unpaid Finance Charges or Late Charges. Then we also subtract the amount of any Cash Advance transactions that posted to your account on that day or in any previous day in the billing cycle. This gives us the Daily Balance for purchases.

**Average Daily Balance for Cash Advances** - Cash Advance Transactions which are posted to your account are not included in the Average Daily Balance calculation for purchases, and are therefore not subject to the monthly periodic rate for purchases. The Average Daily Balance is calculated separately for Cash Advances and is subject to the Cash Advance Monthly Periodic Rate. The Average Daily Balance for Cash Transactions is calculated by adding the Daily Balances (Cash Transaction) for each day in the billing cycle, and then dividing by the number of days in the billing cycle. To calculate the Daily Balance for cash each day, we take the following steps: We take the outstanding balance (all amounts you owe) at the start of the day. Then, in the sequence in which amounts are posted to your account, we add the amounts of all debits and subtract the amounts of all credits or payments which post to your account that day. After applying payments and credits, we subtract the amount of any unpaid Finance Charges or Late Charges. Then we also subtract the amount of any Purchase Transactions that posted to your account on that day or in any previous day in the billing cycle. This gives us the Daily Balance for Cash Advance Transactions. **Note: Cash Advances are always subject to finance charges and from the day they are posted to your account.**

Payments are applied in the following manner: first to previous late fees, then to previous cash advances finance charges, then to previous purchase finance charges, then to current late fees, then to previous cash advance balances, then to previous purchase balances in the order that they were posted to your account, then to current cash advance balances, and then to current purchase balances. Credits are applied first to the particular type of debt which is being credited, if any, and then to the balance of your account.

### **VISA® Credit Card Agreement and Truth in Lending Disclosure (continued)**

Note also that if the total of the payments and credits which are posted to your account by the Payment Due Date shown on a statement is equal to or exceeds the New Balance shown on that statement, we will not apply the Monthly Periodic Rate to your Account on your next statement.

**8. DEFAULT** — You will be in default if you fail to make any Minimum Payment within 25 days after your monthly statement closing date. You authorize us to transfer funds sufficient to make the minimum payment due if your VISA loan is in default. You agree that we may temporarily suspend your ATM card access if your VISA payment is due for a period exceeding 30 days. You will also be in default if your ability to repay us is materially reduced by a change in your employment, an increase in your obligations, bankruptcy or insolvency proceedings involving you, your death or your failure to abide by this Agreement, or if the value of our security interest materially declines. We have the right to demand immediate payment of your full account balance if you default, subject to our giving you any notice required by law. To the extent permitted by law, you will also be required to pay our collection expenses, including court costs and reasonable attorney fees.

**9. USING THE CARD** — To make a purchase or cash advance, there are two alternative procedures to be followed. One is for you to present the card to a participating VISA plan merchant, to us or another financial institution, and sign the sales or cash advance draft which will be imprinted with your card. 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 of electronic terminal that provides access to the VISA system. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. The monthly statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sale, cash advance, credit or other slips cannot be returned with the statement. You will retain a copy of such slips furnished at the time of the transaction in order to verify the monthly statement. The Credit Union may make a reasonable charge for photocopies of slips you may request.

**10. RETURNS AND ADJUSTMENTS** — Merchants and others who honor the card may give credit for returns and adjustments, and they will do so by sending us a credit slip which we will post to your account. If your credit and payments exceed what you owe us, we will hold and apply this credit balance against future purchases and cash advances, or if it is one dollar or more, refund it on your written request or automatically after six months.

**11. FOREIGN TRANSACTIONS** — Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The conversion rate to dollars will be (i) the wholesale market rate or (ii) the government-mandated rate, whichever is applicable, in effect one day prior to the processing date, increased by one percent.

**12. PLAN MERCHANT DISPUTES** — We are not responsible for the refusal of any plan merchant or financial institution to honor your card. We are subject to claims and defenses (other than tort claims) arising out of goods and services you purchase with the card only if you have made a good faith attempt, but have been unable to obtain satisfaction from the plan merchant, and (a) your purchase was made in response to an advertisement we sent or participated in sending you, or (b) your purchase cost more than \$50 and was made from a plan merchant in your state or within 100 miles of your home. Any other disputes you must resolve directly with the plan merchant.

**13. SECURITY INTEREST** — To secure your account, you grant us a purchase money security interest under the Uniform Commercial Code in any goods you purchase through the account. If you default, we will have the right to recover any of these goods which we have not been paid for through our application of your payments in the manner described in the Monthly Payment section. With respect to this account only, we will not assert any statutory right we may have if you are in default to prevent withdrawal of your unpledged credit union shares (Deposits) below the unpaid balance of your account. However, if you give or have given us a specific pledge of your credit union shares (Deposits) by signing the Pledge of Shares or otherwise, or any other security interests for all your debts, your account will be secured by your pledged shares (Deposits) and by the property described in those other security agreements, except for your home.

**14. EFFECT OF AGREEMENT** — This Agreement is the contract which applies to all transactions on your account even though the sales, cash advance, credit or other slips you sign or receive may contain different terms. We may amend the Agreement from time to time by sending you the advance written notice required by law. Your use of the card thereafter will indicate your agreement to the amendments. To the extent the law permits, and we indicate in our notice, amendments will apply to your existing account balance as well as to future transactions.

**15. LATE PAYMENT CHARGE** — If your Minimum Payment is not paid within 15 days after the Payment Due Date, you will be subject to a single charge of 5% of the minimum scheduled payment.

**16. COPY RECEIVED** — You acknowledge receipt of a copy of this Agreement.

## **ELECTRONIC FUNDS TRANSFER, MAC AGREEMENT AND REGULATION "E" DISCLOSURE**

**MONEY ACCESS CARD CARDHOLDER AGREEMENT** - The Undersigned (you or your), in consideration of THE PENNSYLVANIA STATE EMPLOYEES CREDIT UNION (we, our and us) issuing to you a MONEY ACCESS CARD, hereby agree to be legally bound by the following terms and conditions. You agree that the use of your MAC card(s) constitutes acceptance of the terms and conditions of this Agreement. You understand that MAC® is a credit-related service and you authorize PSECU to obtain a credit report on any users of this account.

### **1. Accounts and Uses of MONEY ACCESS CARD**

You have the account(s) (including Checking and Regular Shares), which we set forth on your application form with this Agreement. You hereby request that we issue to you one or more MONEY ACCESS CARD(s) to be used in connection with such accounts as described in this Agreement.

You understand you may use the MONEY ACCESS CARD at a MONEY ACCESS CENTER® to (1) withdraw cash from, (2) make or arrange for deposits in, (3) effect transfers to or from your account, (4) receive information regarding the balance in your account(s) or (5) make cash advances from your credit account(s) in the amounts you request. You may also use automated teller machines throughout the United States and in certain foreign countries which bear the PLUS SYSTEM® name and logo (1) to make withdrawals from, (2) effect transfers to or from, (3) receive information regarding the balances in your Checking or Regular shares. If you have a Personal Service Loan approved and in place, you may also make a cash advance from your PSL. You further understand you may use the MONEY ACCESS CARD to purchase goods and services ("Purchase") at any retail establishment ("Merchant") where MONEY ACCESS CARDS are accepted by such Merchant. If you use the MONEY ACCESS CARD to make a Purchase to obtain cash, if permitted by the Merchant, you shall be requesting us to withdraw funds in the amount of such Purchase (including any cash received from the Merchant) from your Checking Shares and directing or ordering us to pay such funds to the Merchant.

You request that we will provide to you such other services or access to other ATM systems or networks using the MONEY ACCESS CARD which we may later make available and which we advise you are offered in connection with your account(s) set forth on your application form. You also understand that from time to time you may request in writing that we provide access to additional accounts of yours through the MONEY ACCESS CARD we have issued to you. You agree that the uses of the MONEY ACCESS CARD described in this Agreement shall be subject to the rules and regulations of each account which is accessed by such Card.

**2. Use of Personal Identification Number ("PIN") with MONEY ACCESS CARD** You understand that a MONEY ACCESS CENTER or a PLUS SYSTEM ATM is an automated teller. It can and will perform many of the same tasks as a human teller. You acknowledge that the Personal Identification Number or PIN which you use with the MONEY ACCESS CARD is your signature, identifies the bearer of the Card to the MONEY ACCESS CENTER, PLUS SYSTEM ATM, or other network ATM and authenticates and validates the directions given just as your actual signature and other proof identify you and authenticate and validate your

directions to a human teller. You also understand that a Merchant which accepts the MONEY ACCESS CARD for a Purchase transaction may have an electronic terminal (Merchant operated or Self-Service) which requires the use of your PIN and when your PIN is used at a Merchant's terminal, it will authenticate and validate the directions given just as your actual signature will authenticate and validate your directions given to us. You acknowledge that your PIN is an identification code that is personal and confidential and that the use of the PIN with the MONEY ACCESS CARD is a security device for your account(s). Therefore, YOU AGREE TO TAKE ALL REASONABLE PRECAUTIONS THAT NO ONE ELSE LEARNS YOUR PIN.

### **3. Liability for Unauthorized Transactions**

You agree to contact us at once if you believe the MONEY ACCESS CARD(s) issued to you or PIN has been lost or stolen or money is missing from your account(s). You also agree that if your monthly statement shows transactions which you did not make, and you do not contact us within 60 days after the statement was mailed to you, you may not get any money lost after that time. YOU AGREE THAT IF YOU GIVE YOUR MONEY ACCESS CARD(s) and PIN TO SOMEONE ELSE TO USE YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE CARD(s) BY THEM. You could lose all your money in the account(s) if you take no action to notify PSECU of the loss of your MONEY ACCESS CARD or PIN. Safeguard your Personal Identification Number (PIN). Do not tell or disclose your PIN to any other person. Do not write your PIN on your MONEY ACCESS CARD. Do not keep a written record of your PIN near your MONEY ACCESS CARD. Do not choose a PIN that is easily identifiable.

A new card may be ordered for you at that time and a "hold" will be placed on your old card. After such time, if you find your old card, destroy the old card by cutting it in half. If you attempt to use your old card, it will be captured and retained by the MONEY ACCESS CENTER, PLUS SYSTEM, or HONOR ATM.

### **4. Charges**

You agree to pay a 50 cent charge for each deposit or withdrawal exceeding 15 a month. You agree to pay the 50 cent penalty charge on any cash disbursement transaction (loan advance or share withdrawal) that is less than \$20. You agree to pay a 25 cent charge on each balance inquiry. You agree to pay the charges or transaction fees which are charged by us for these services or for services which may later be offered as such fees or charges may be imposed or changed from time to time.

### **5. Deposits**

You agree that when you make a deposit at a MONEY ACCESS CENTER that we have the right to verify the deposit before we make the money available to you. If you deliver cash, checks or other items to a MONEY ACCESS CENTER, you understand and acknowledge that the funds from your deposit may not be available for immediate withdrawal and that the availability of your deposit shall depend on our rules and regulations regarding the particular account in which you

**Electronic Funds Transfer, MAC Agreement and Regulation "E" Disclosure (continued)**

are making a deposit, the items that you are depositing and whether the deposit is made at a MONEY ACCESS CENTER that is owned by us or another financial institution. You also understand and acknowledge that not all MONEY ACCESS CENTERS may accept deposits and some MONEY ACCESS CENTERS may limit the amount of funds which may be deposited and we may not control these limits.

**6. Liability**

If the MONEY ACCESS CARD is issued for a joint account, you agree to be jointly and severally liable under the terms of this Agreement and the agreement for such account. You agree that if you make deposits or payments to your account(s) with items other than cash (checks, drafts or other items) and we make funds available to you from such deposits prior to their collection, you agree that we may deduct the amounts of such funds from your account(s) which are not collected or, if the funds in your account(s) are insufficient at such time, you will promptly pay to us any amount of such funds which are not collected.

**7. Amendment of this Agreement**

You agree that from time to time we may amend or change the terms of this agreement including amendments or changes to add further MONEY ACCESS CARD services or to amend or change the charges for these services. We may do so by notifying you in writing of such amendments or changes and your use of the MONEY ACCESS CARD after the effective date of any such amendment or change shall constitute your acceptance of and agreement to such amendment or change.

**8. Ownership**

You agree that the MONEY ACCESS CARD is our property and you will surrender it to us upon our request. You agree that the MONEY ACCESS CARD is non-transferrable.

**9. Disclosures**

You hereby acknowledge receipt of the disclosure statement informing you of your rights under the Electronic Funds Transfer Act and a copy of this Agreement.

**REGULATION "E" DISCLOSURE**

**1. Summary of Consumer Liability**

- MAC, ACH and SST** - Tell us at once if you believe your card has been lost or stolen. Telephoning is the best way to keep your possible losses down. You could lose all the money in your account plus your maximum overdraft line of credit. If you believe your card has been lost or stolen, and you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your card without your permission.

If you do not tell us within two business days after you learn of the loss or theft of your card, and we can prove we could have stopped someone from using your card without your permission if you had told us, you could lose as much as \$500.

Also, 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 kept you from telling us, we will extend the time periods.

**2. Telephone Number and Address to Notify of Unauthorized Transfers**

- MAC** - Contact PSECU at (800) 237-7328 or Money Access Service (MAC) at (800) 523-4175 during PSECU non-business hours, then follow up by contacting PSECU at (800) 237-7328 the next business day.
- ACH and SST** - Contact PSECU at (800) 237-7328 (nationwide) or (717) 234-8484 (in Harrisburg).

Or write to us at:

Pennsylvania State Employees Credit Union  
P.O. Box 67013  
Harrisburg, PA 17106-7013

**PSECU Business Hours**

7:00 a.m. - 5:00 p.m. M - F  
8:00 a.m. - Noon Saturday

TDD (800) 472-1967 Nationwide  
(717) 777-2100 in Harrisburg

**3. Financial Institution's Business Days**

- MAC, ACH and SST** - PSECU's Business Days are Monday through Friday, Holidays not included.

**1. Types of Electronic Transfers a Consumer May Make**

- MAC** - Balance inquiries on checking, savings and PSL; withdrawals from checking/savings; cash advance from PSL; deposits to checking/savings; purchase goods and services at any accepting retail establishment.
- ACH** - Preauthorized debits and credits to checking and savings.
- SST** - Balance inquiries and transaction histories on all share, certificate and loan accounts; transfers from any share to another share or loan account from your PSL to any share or loan account; withdrawals from any share except IRA shares or certificates.

**5. Any Charges for Electronic Funds Transfers or for the Right to Make Transfers**

- MAC** - Fifty cents for each disbursement (cash advance or withdrawal) less than \$20; fifty cents for each transaction over 15 per month, and a 25 cent charge on each balance inquiry.
- ACH** - \$20 service charge for insufficient funds for each electronic transfer.
- SST** - none

**6. Summary of Consumer's Right to Receive Documentation of EFT's**

- MAC** - You are entitled to receive a printed receipt at the time of each transaction. You will receive a monthly statement showing the status of your account, any transactions made during the month, and any penalties or charges PSECU may impose during the month.
- ACH and SST** - You will receive a monthly statement showing the status of your account, any transactions made during the month, and any penalties or charges PSECU may impose during the month.
- If you have arranged to have a direct deposit made to your account at least once every 60 days from the same person or company, you can call us at (800) 237-7328 to find out whether or not the deposit has been made.

**7. Stop Payment Rights - Pre-authorized transfers**

- MAC and SST** - Not applicable.
- ACH - Right to Stop Payment and Procedures for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at (800) 237-7328 (Nationwide) or (717) 234-8484 (Harrisburg) or write us at: Pennsylvania State Employees Credit Union, P.O. Box 67013, Harrisburg, PA 17106-7013, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.
- Notice of Varying Amounts.** If these regular payments may vary in amount, the person 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.

- Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages, unless we request and do not receive written confirmation of an oral stop payment within 14 days and the transfer takes place after 14 days, or you fail to give us proper instructions that would enable us to place the stop on the transfer.

**8. Summary of the Financial Institution's Failure to Make or Stop Certain Transfers**

- MAC** - If PSECU fails to complete a transaction on time or in the correct amount, when properly instructed by you, PSECU will be liable for damages caused by our failure unless: (1) there are insufficient funds in your account to complete the transfer; (2) the funds in your account are uncollected; (3) the funds are subject to legal process; (4) the transaction you request would exceed the funds in your account plus any available overdraft protection; (5) the Money Access Center, PLUS system or HONOR ATM has insufficient cash to complete the transaction; (6) your card has been reported lost or stolen and you are using the reported card; (7) PSECU has reason to believe that the transaction requested is unauthorized; (8) the failure is due to an equipment breakdown that you know about when you started the transaction at the Money Access Center, PLUS System or HONOR ATM; (9) the failure was caused by an act of God, fire, or other catastrophe, or by any other cause beyond control; (10) if you attempt to complete a transaction that, at a Money Access Center, PLUS System or HONOR ATM, or merchant terminal that is not a permissible transaction listed above; or, (11) the transaction would exceed the security limitations on the use of your Money Access Card.
- ACH and SST** - If PSECU fails to complete a transaction on time or in the correct amount, when properly instructed by you, PSECU will be liable for damages caused by our failure unless: (1) there are insufficient funds in your account to complete the transfer; (2) the funds in your account are uncollected; (3) the funds are subject to legal process; (4) the transaction you request would exceed the funds in your account plus any available overdraft credit; (5) PSECU has reason to believe that the transaction requested is unauthorized; (6) the failure was caused by an act of God, fire, or other catastrophe, or by another cause beyond control. In any case, PSECU shall be liable for actual proven damages if the failure to make the transaction resulted from a bona fide error despite PSECU's procedures to avoid such errors.

**9. Disclosure to Third Parties**

- MAC, ACH and SST** - PSECU will disclose information about your account to third parties: (1) when it is necessary to complete transactions; (2) to verify the existence and standing of your account with PSECU upon request of third party, such as a credit bureau; (3) to comply with government agency or court orders; (4) in accordance with your written permission; (5) to comply with government or administrative agency summonses, subpoenas, or court orders; (6) on receipt of certification from a Federal Agency or department that a request for information is in compliance with the Right to Financial Privacy Act of 1978; and (7) when it is necessary to take legal action to recover shares.

**Electronic Funds Transfer, MAC Agreement and Regulation "E" Disclosure**  
**(continued)**

**10. MONEY ACCESS CENTER Services**

- \* **MAC Only** - You may use your MONEY ACCESS CARD with your Personal Identification Number (PIN) at MONEY ACCESS CENTERS located in Delaware, Maryland, New Jersey and Pennsylvania to conduct any of the following transactions for the accounts accessed by your MONEY ACCESS CARD.

- Determine the account balance(s) of your Checking your Regular Shares, and your Personal Service Loan (PSL).
- Withdraw cash from your Checking and your Regular Shares.
- Make a cash advance from your Personal Service Loan (PSL).
- Deposit currency, checks, or drafts (coins are not acceptable) for transmission to PSECU for deposit in your Checking and your Regular Shares.

**NOTE:** There are limited locations in Maryland where deposits may be made.

We wish to inform you that some MONEY ACCESS CENTERS located in these areas may only provide access to your Checking, your Regular Shares, and your Personal Service Loan. Not all MONEY ACCESS CENTERS may accept deposits. There may also be limits on the amount of funds which you may deposit in certain MONEY ACCESS CENTERS.

**11. PLUS SYSTEM® Services**

- \* **MAC Only** - You may use your MONEY ACCESS CARD with your Personal Identification Number (PIN) at any PLUS SYSTEM automated teller machine (PLUS SYSTEM ATM) located throughout the United States, Puerto Rico, Canada, Great Britain and Japan to conduct any of the following transactions on the accounts accessed by your MONEY ACCESS CARD.

- Determine the account balance(s) of your Checking, your Regular Shares, and your Personal Service Loan (PSL).
- Withdraw cash from your Checking and your Regular Shares.
- Make a cash advance from your Personal Service Loan (PSL).

**NOTE:** Deposits are not available through PLUS SYSTEM ATMs.

These are the MONEY ACCESS CENTER services currently available through the PLUS SYSTEM network. Other services may be offered in the future.

**12. HONOR® System Services**

- \* **MAC Only** - You may use your MONEY ACCESS CARD with your Personal Identification Number (PIN) at any HONOR automated teller machine (HONOR ATM) located throughout Florida and other areas where there are HONOR ATMs. The following transactions may be done on the accounts accessed by your MONEY ACCESS CARD.

- Determine the account balance(s) of your Checking, your Regular Shares, and your Personal Service Loan (PSL).
- Withdraw cash from your Checking and your Regular Shares.
- Make a cash advance from your Personal Service Loan (PSL).

**NOTE:** Deposits are not available through HONOR SYSTEM ATMs.

These are the MONEY ACCESS CENTER services currently available through the HONOR SYSTEM network. Other services may be offered in the future.

**13. Other ATM Network Access**

- \* **MAC Only** - From time to time, PSECU may make arrangements with other ATM networks to grant access to MONEY ACCESS CARDS. PSECU shall inform you when such arrangements are made and describe the services that are available to you. Any charges will also be described.

**14. Purchase Transactions**

- \* **MAC Only** - You may use the MONEY ACCESS CARD to purchase goods and services ("Purchase") at any retail establishment ("Merchant") where MONEY ACCESS CARDS are accepted by such Merchant. The amount of all such Purchases will be deducted from your Checking. When you make a Purchase using the MONEY ACCESS CARD, you will be requesting PSECU to withdraw funds from your Checking in the amount of the Purchase and directing PSECU to pay these funds to such Merchant.

**15. Limitations on the Use of your MONEY ACCESS CARD**

- \* **MAC Only** - You may withdraw up to \$500 per day from one or a combination of your accounts by using a MONEY ACCESS CARD provided the funds are available at a MONEY ACCESS CENTER, PLUS SYSTEM or HONOR System ATM. In addition, you may withdraw/purchase up to \$500 at point of sale locations. PSECU reserves the right to reduce this daily limit at any time. In the event that your daily limit is less than \$500, PSECU will advise you of the new limitation. The day for withdrawal limits starts at 12 midnight each day and ends at 12 midnight the next day. For security purposes, there are also certain daily limitations on the frequency of use of the MONEY ACCESS CARD. However, these limitations are not revealed for security reasons. The Pennsylvania State Employees Credit Union is not obliged to maintain such limitations.

You will be denied use of your MONEY ACCESS CARD if you exceed the daily withdrawal/purchase limit, if you do not have adequate funds available in your account, do not enter the correct Personal Identification Number (PIN), or exceed the frequency of usage limitation. The receipt provided by the MONEY ACCESS CENTER, PLUS SYSTEM, or HONOR System ATM, or Merchant terminal will notify you of the denial. There is a limit on the number of such denials permitted. Attempts to exceed the limit will result in machine retention of

our MONEY ACCESS CARD. The number of attempts that result in machine retention is not revealed for security purposes.

**16. Error Resolution Procedures**

- \* **MAC, ACH and SST** - In case of errors or questions about your transactions: Direct inquiries to PSECU at (800) 237-7328 Nationwide, TDD (800) 472-1967 Nationwide, (717) 777-2100 in Harrisburg, or write PSECU at: Pennsylvania State Employees Credit Union, P.O. Box 67013, Harrisburg, PA 17106-7013, as soon as you can if you think your statement or receipt is wrong, or if you need more information about a transaction listed on the statement or receipt. PSECU must hear from you no later than 60 days after it sent you the first statement on which the problem or error appeared. You must provide the following information: (a) Your name, account number, and MONEY ACCESS CARD number (if a MAC transaction), or reference number (if Self-Service Telephone Transaction); (b) 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 the information, and; (c) The dollar amount of the suspected error.

If you tell PSECU orally, you must send your complaint or question in writing within 10 business days. PSECU will tell you the results of the investigation within 10 business days for MONEY ACCESS CENTER, PLUS SYSTEM, HONOR SYSTEM, SELF-SERVICE TELEPHONE, or DIRECT DEBIT/CREDIT TRANSACTIONS, or 20 days for MONEY ACCESS CENTER purchase transactions. If we need more time, however, we may take up to 45 days for MONEY ACCESS CENTER, PLUS SYSTEM, HONOR SYSTEM, SELF-SERVICE TELEPHONE, or DIRECT DEBIT/CREDIT TRANSACTIONS or 90 days for MONEY ACCESS CENTER purchase transactions. If PSECU decides to do this, it will recredit your account within 10 business days for the amount you think is in error if it is a MONEY ACCESS CENTER, PLUS SYSTEM, HONOR SYSTEM, SELF-SERVICE TELEPHONE, or DIRECT DEBIT/CREDIT transaction, or 20 business days if it is a MONEY ACCESS CENTER purchase transaction. You will have the use of the money during the time it takes to complete the investigation. If PSECU does not receive your complaint or question in writing within 10 business days, PSECU may not recredit your account. If PSECU decides there is no error, you will be advised within three business days after the investigation is completed. You may ask for copies of the documents PSECU used in the investigation. If PSECU credits your account while investigating, you must repay those funds if PSECU concludes no error has occurred.

**Notice To Consumers Using ATM's**

- \* Be alert to your surroundings. If you doubt the safety of a particular location, choose another ATM.
- \* If the ATM has an entry door, close the door prior to initiating your transaction.
- \* Put your cash away immediately.
- \* Direct complaints concerning ATM security to an appropriate department of the owner of the ATM. **New Jersey residents:** you may call the New Jersey Department of Banking at (609) 292-7272.

**For those members who purchase a vehicle under the DRIV Program, please review the following FTC Notice:**

**NOTICE**

**ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

# LOANLINER® Addendum

Pennsylvania State Employees Credit Union

PO Box 67013 • Harrisburg, PA 17106-7013

PSECU

Instructions: This addendum is incorporated into and becomes part of your LOANLINER Credit Agreement. Please keep attached.  
First Payment: Your first payment is due and payable within 30 days from the date of the loan advance.

The Annual Percentage Rates, corresponding daily periodic rates and amount of payment for each loan subaccount are shown below. If there is no payment schedule, the amount and due date of payments will be determined at the time of each advance and disclosed on the Advance Request Voucher. Other charges that may be imposed are also shown below (i.e., late charges, filing fees, collection costs). All rates are subject to change. From time to time, PSECU may offer a preferred rate of interest on vehicle loans that are repaid by automated means. The interest rate will revert to the standard rate at the time the loan was disbursed if the method of repayment is altered or the loan is in default.  
Default Rate: If your loan is in default, the credit union reserves the right to charge the highest unsecured interest rate currently in effect at PSECU.

Loan Subaccount Description	Approx. Term In Months	Percent Above Index	Daily Periodic Rate	PRESENT ANNUAL PERCENTAGE RATE	Minimum Payment (For each \$100 or fraction of \$100 of your unpaid amount)
<b>AutoDraft (1) New Vehicle</b>					
\$20,000 loan or greater	84		.00023260	8.49%	\$1.58
\$12,000 value or over	72		.00023260	8.49%	\$1.78
\$8,000 value or over	60		.00020521	7.49%	\$2.00
\$6,000 value or over	48		.00020521	7.49%	\$2.42
Value greater than \$3,000	36		.00020521	7.49%	\$3.11
Two-year loan	24		.00017781	6.49%	\$4.45
<b>Used Vehicles Only</b>					
\$20,000 loan or greater	84		.00027370	9.99%	\$1.66
\$12,000 value or over	72		.00027370	9.99%	\$1.85
\$8,000 value or over	60		.00024630	8.99%	\$2.08
\$6,000 value or over	48		.00024630	8.99%	\$2.49
Value greater than \$3,000	36		.00024630	8.99%	\$3.18
Two-year loan	24		.00021890	7.99%	\$4.52
<b>Recreational Vehicle: New/Used (2)</b>					
Loan amount \$15,000 and up	84		.00029863	10.9%	\$1.71
Loan amount \$8,000 - 14,999	60		.00029863	10.9%	\$2.17
Loan amount \$5,000 - 7,999	48		.00029863	10.9%	\$2.58
Loan amount \$3,000 - 4,999	36		.00029863	10.9%	\$3.27
<b>RA Loan (3)</b>	12	2.0	.00013973	5.10%	\$8.57
<b>Share Loan (3, 4)</b>					
Up to \$1,000	19	2.0	.00013973	5.10%	\$5.49
\$1,001 - \$4,000	48	2.0	.00013973	5.10%	\$2.31
Over \$4,000		2.0	.00013973	5.10%	\$1.07
One year/\$1,000 up to a maximum of 10 years.					
<b>Certificate Loan (3, 4, 5)</b>	see below	2.0	see below	see below	
<b>Personal Service Loan (6)</b>	77		.00035342	12.9%	
<b>Personal/Service Signature Loan</b>	up to 73 months		.00035342	12.9%	

- PSECU will finance 100 percent of the retail value of a new, current model year vehicle (limited). PSECU will finance 100 percent of the retail value of a used motor vehicle (limited). The Kelley Blue Book Guides will be used to determine your vehicle's value. AutoDraft cannot be used to purchase reconstructed, commercial or flood filled vehicles. The vehicle must be titled to the Borrower, Co-Borrower, or both. The registered owner on the Certificate of Title may not be a business, corporation or trust entity.
- PSECU will finance 80 percent of the retail value of a new recreational vehicle. Used recreational vehicles may be financed up to 90 percent of the used retail value. The Kelley Blue Book Guides will be used to determine the recreational vehicle's retail value. PSECU's minimum RV loan is \$3,000. Your RV must have a minimum retail value of \$3,333.
- The Annual Percentage Rate (APR) for share secured and IRA advances will be the dividend rate being paid on regular shares (index) on the date of the advance plus the percentage shown in the % above index column above. If there is an existing balance on the date of the new advance, the existing balance will be added to the new advance and the entire balance will be at the new APR. The rates are subject to change to reflect any change in the index. Any increase in the APR will take the form of more payments of the same amount until what you owe has been repaid.
- Shares or certificates pledged must be owned by the Borrower or Co-Borrower unless the Share or Certificate owner authorizes the pledge in writing.
- PSECU will grant loans secured by Share Certificates. Maximum financing is 90% of the Certificate pledged. The Annual Percentage Rate (APR) for Certificate loans secured by multiple certificates will be based on the certificate earning the greater dividend. The term for Certificate loans secured by multiple certificates will be limited to the shortest term remaining among them. Early withdrawal of the unsecured portion is not permitted and the loan balance will be due in full if the Certificate is withdrawn prior to maturity. Monthly dividends are paid into the Certificate. At maturity, you authorize PSECU to redeem the Certificate to pay any remaining loan balance. Funds remaining after repayment of the loan will be deposited to Regular Shares if you do not contact PSECU on or before the maturity date. Automatic renewal of the Certificate pledged cannot occur until the loan balance is paid in full.
- If you have been approved for credit under this account, you will be given a specific credit limit. Late Charge: If you are more than 15 days late in making a payment, you will pay a late charge equal to five percent of the scheduled payment. Collection Costs: You promise to pay all costs of collecting the amount you owe under this agreement, including court costs and fees paid to attorneys.

## VISA Credit Card Disclosures

**FINANCE CHARGE:** Finance Charge (interest) is calculated at the monthly periodic rate and corresponding annual percentage rate on the average daily balances of purchases and cash advances as described below.

	Monthly Periodic Rate	ANNUAL PERCENTAGE RATE
VISA (Purchases)	.00825	9.9%
VISA (Cash advances, Checks)	.01075	12.9%

**MINIMUM PAYMENT:** The minimum monthly payment will be either (a) 2.0% of your total new balance or \$20.00, whichever is greater; or (b) your total new balance if it is less than \$20.00, plus (c) any portion of the minimum payment(s) shown on prior statement(s) which remains unpaid.

**COLLECTION COSTS:** You promise to pay all costs of collecting the amount you owe under this agreement including court costs and reasonable attorney fees.

**LATE CHARGE:** You promise to pay a late charge of 5% of your monthly minimum loan payment on every payment that is past due.

**TELEPHONE INFORMATION AND MAILING ADDRESS:** For all purposes as referenced in the VISA Credit Card Agreement and Truth in Lending Disclosure, call PSECU at (717) 234-8484 in Harrisburg or (800) 237-7328 nationwide, or write the Credit Union at: PSECU, PO Box 67013, Harrisburg, PA 17106-7013.

## PSL Minimum Payment Ranges (per thousand/portion thereof)\*

Loan Balance at Time of Advance	Minimum Monthly Payment	Minimum Biweekly Payment
19,000.01 to 20,000.00	400	200
18,000.01 to 19,000.00	380	190
17,000.01 to 18,000.00	360	180
16,000.01 to 17,000.00	340	170
15,000.01 to 16,000.00	320	160
14,000.01 to 15,000.00	300	150
13,000.01 to 14,000.00	280	140
12,000.01 to 13,000.00	260	130
11,000.01 to 12,000.00	240	120
10,000.01 to 11,000.00	220	110
9,000.01 to 10,000.00	200	100
8,000.01 to 9,000.00	180	90
7,000.01 to 8,000.00	160	80
6,000.01 to 7,000.00	140	70
5,000.01 to 6,000.00	120	60
4,000.01 to 5,000.00	100	50
3,000.01 to 4,000.00	80	40
2,000.01 to 3,000.00	60	30
1,000.01 to 2,000.00	40	20
Up to 1,000.00	20	10

**FIRST PAYMENT:** Your first payment is due and payable within 30 days from the date of the loan advance.

\* Personal Service Signature Loan Minimum Payment: \$100

**Credit Life and Credit Disability Insurance (offered through CUNA Mutual Insurance Society)**

CUNA Mutual Insurance Society  
5910 Mineral Point Road, Madison  
Wisconsin 53701

Credit Life Insurance (cost per \$100 of monthly loan balance): Single Credit Life - \$ 070  
Joint Credit Life - \$ .123

**Credit Disability Insurance:**

**Monthly Renewable Credit Disability Disclosure Form**

The Schedule of Rates shown below are gross balance rates. This means the rates are applied to the sum of the periodic loan payments which remain to be paid on your loan. The rate we use is determined by the projected loan term of your loan (See your loan plan to find the projected term of your loan). For example, if the projected term of your loan is 24 months and the benefit plan is a 14 day nonretroactive, the rate for the term is .2287 per \$100 of gross balance. If the amount of your periodic loan payment is \$100, the gross balance of your loan during the first month of your loan is \$2,400 (24 x \$100). Our charge to you for insurance for the first month of your loan term would be \$2,400 x .2287 x 0.01, or \$5.49. After you have made your first \$100 periodic loan payment, the gross balance of your loan would then be \$2,300 (23 x \$100) and our charge to you for your insurance for the second month would be \$2,300 x .2287 x 0.01, or \$5.26, etc. The charges we actually make to you for your insurance are shown in your periodic statement which you receive from PSECU.

Please remember, whenever you add a new advance to your loan, you recast the loan and a new projected loan term is determined according to your loan plan.

Please note also that if the amount of your periodic loan payment is greater than the maximum benefit per month shown in the insurance schedule of your certificate of insurance, our charge to you is based on the sum of the maximum benefits per month times the number of periodic loan payments remaining to be paid on your loan. For example, if your periodic loan payment is \$400 and the maximum benefit per month is \$300 and you have 24 payments remaining to be paid, the gross balance of your loan for purposes of this insurance would be \$7,200 (not \$9,600) and our charge to you for insurance the first month would be \$16.47 (\$7,200 x .2287 x 0.01).

**Pennsylvania Monthly Renewable Credit Disability Disclosure Rates Per \$100 of Coverage Per Month**

Term	Rate	Term	Rate	Term	Rate	Term	Rate
1	.1885	31	.1388	61	.1151	91	.1151
2	.1953	32	.1382	62	.1147	92	.1147
3	.1922	33	.1369	63	.1138	93	.1138
4	.1894	34	.1359	64	.1132	94	.1132
5	.1867	35	.1350	65	.1127	95	.1127
6	.1835	36	.1341	66	.1123	96	.1123
7	.1800	37	.1330	67	.1118	97	.1118
8	.1763	38	.1318	68	.1115	98	.1115
9	.1724	39	.1303	69	.1107	99	.1107
10	.1686	40	.1292	70	.1102	100	.1102
11	.1647	41	.1275	71	.1099	101	.1099
12	.1608	42	.1266	72	.1094	102	.1094
13	.1569	43	.1259	73	.1089	103	.1089
14	.1524	44	.1250	74	.1082	104	.1082
15	.1485	45	.1244	75	.1078	105	.1078
16	.1446	46	.1235	76	.1075	106	.1075
17	.1407	47	.1227	77	.1069	107	.1069
18	.1368	48	.1227	78	.1062	108	.1062
19	.1329	49	.1219	79	.1058	109	.1058
20	.1290	50	.1213	80	.1056	110	.1056
21	.1251	51	.1206	81	.1050	111	.1050
22	.1212	52	.1198	82	.1048	112	.1048
23	.1173	53	.1193	83	.1044	113	.1044
24	.1134	54	.1186	84	.1040	114	.1040
25	.1095	55	.1179	85	.1036	115	.1036
26	.1056	56	.1174	86	.1033	116	.1033
27	.1017	57	.1161	87	.1029	117	.1029
28	.0978	58	.1157	88	.1023	118	.1023
29	.0939	59	.1151	89	.1020	119	.1020
30	.0900	60	.1147	90	.1020	120	.1020

William A. Shaw  
Prothonotary/Clerk of Courts

2002 10 MAY  
FILED



IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

PENNSYLVANIA STATE EMPLOYEES  
CREDIT UNION,

Plaintiff

vs.

LORI R. RODKEY and  
PAUL RODKEY

Defendant

: NO. 07-80-CD

:

:

:

:

:

:

:

: CIVIL ACTION -LAW

PRAECIPE TO REINSTATE

TO THE PROTHONOTARY:

Please reinstate the Complaint with regard to the above defendants in the  
above captioned matter.

Respectfully submitted,

VAN ECK & VAN ECK, P.C.

Date: 7/3/07

*Melissa L. Van Eck*

Melissa L. Van Eck, Esquire

Attorney ID No.: 85869

7810 Allentown Blvd., Suite B.

P.O. Box 6662

Harrisburg, PA 17112

(717)540-5406

FILED *Atty pd. 7.00*  
*m11:46/01*  
JUL 09 2007 *2ccs2*

William A. Shaw  
Prothonotary/Clerk of Courts *Reinstated to Sheriff*

*(CR)*

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

PENNSYLVANIA STATE EMPLOYEES  
CREDIT UNION,

Plaintiff

vs.

LORI R. RODKEY and  
PAUL RODKEY,

Defendants

: NO.

:

:

:

:

:

:

:

:

CIVIL ACTION -LAW

NOTICE TO DEFEND

Pursuant to PA RCP No. 1018.1

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after the Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CAN NOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
(800)692-7375

FILED  
JAN 16 2007

William A. Shaw  
Prothonotary/Clerk of Courts



EN LA CORTE DE ALEGATOS COMÚN DEL CONDADO DE  
CLEARFIELD, PENNSYLVANIA

PENNSYLVANIA STATE EMPLOYEES	:	NO.
CREDIT UNION,	:	
Plaintiff	:	
	:	
vs.	:	
	:	
LORI R. RODKEY and	:	
PAUL RODKEY,	:	
Defendants	:	CIVIL ACTION -LAW

AVISO PARA DEFENDER

Conforme a PA Núm. 1018.1

USTED HA SIDO DEMANDO/A EN LA CORTE. Si usted desea defender conta la demanda puestas en las siguientes páginas, usted tienen que tomar acción dentro veinte (20) días después que esta Demanda y Aviso es servido, con entrando por escrito una apariencia personalmente o por un abogado y archivando por escrito con la Corte sus defenses o objeciones a las demandas puestas en contra usted. Usted es advertido que si falla de hacerlo el caso puede proceder sin usted y un juzgamiento puede ser entrado contra usted por la Corte sin más aviso por cualquier dinero reclamado en la Demanda o por cualquier otro reclamo o alivio solicitado por Demandante. Usted puede perder dinero o propiedad o otros derechos importante para usted.

USTED DEBE LLEVAR ÉSTE PAPEL A SU ABOGADO ENSEGUIDA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELÉFONO LA OFICINA FIJADA AQUÍ ABAJO. ESTA OFICINA PUEDE PROVEERÉ CON INFORMACIÓN DE CÓMO CONSEGUIR UN ABOGADO.

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ÉSTA OFICINA PUEDE PROVEERÉ INFORMACIÓN ACERCA AGENCIAS QUE PUEDAN OFRECER SERVICIOS LEGAL A PERSONAS ELIGIBLE AQ UN HONORARIO REDUCIDO O GRATIS.

Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
(800)692-7375



6. The application submitted by Defendants was approved by Plaintiff.
7. Pursuant to the loan application marked as Exhibit "A", Defendants agreed to the terms and conditions of the extension of credit as set forth in the Loanliner Credit and Security Agreement (hereinafter referred to as "Contract"). A true and correct copy of the Loanliner Credit and Security Agreement is attached hereto, incorporated herein and marked as Exhibit "B".
8. Defendants have accepted the monies borrowed from Plaintiff pursuant to the terms and conditions of the Contract marked as Exhibit "B".
9. Various charges and payments were made by Defendants on the account
10. Defendants have defaulted on the loan by failing to make timely and regular payments.
11. The last payment made by Defendants was on July 18, 2005, with regard to the personal service loan account. The last payment by defendants was on May 24, 2005, with regard to the VISA loan account.
12. Defendants were required under the contract to make regular and timely payments.
13. Plaintiff has maintained a statement of account keeping an accurate and running amount of debits and credits made on Defendants' account.
14. Plaintiff has submitted to Defendants a copy of the statement of account accurately showing all debits and credits for transactions with Defendants.
15. Defendants have not objected to any of the monthly statements of account submitted by Plaintiff to Defendants.

16. Despite Plaintiff's reasonable and repeated demands for payment, Defendants have failed, refused and continue to refuse to pay all sums due and owing on Defendants' loan account balance, all to the damage of Plaintiff.

17. As of January 12, 2007, the balance due, owing and unpaid on Defendants' loan account with Plaintiff is the sum of Eleven Thousand Seven Hundred Fifty-eight Dollars and 93/100 (\$11,758.93).

18. Pursuant to the terms and conditions of the extension of credit contained in the Contract, Plaintiff is entitled to receive and Defendants agreed to pay an annual interest charge on the principal loan balance.

19. Pursuant to the terms and conditions of the extension of credit as set forth in Exhibit "B", Defendants agreed to pay reasonable attorney's fees and all court and collection costs.

20. Plaintiff has retained the services of Melissa L. Van Eck, Esquire of Van Eck & Van Eck, in the collection of the amounts due and owing by Defendants.

21. As of the filing of this Complaint, Plaintiff has incurred reasonable attorney's fees from said law office incident to the within action, and Plaintiff shall continue to incur such attorney's fees throughout the conclusion of the proceedings.

22. The amount of attorney's fees incurred in this matter is the sum of Two Thousand Three Hundred Seventy-six Dollars and 78/100 (\$2,376.78).

23. Any and all conditions precedent to the bringing of this action have been performed by Plaintiff.

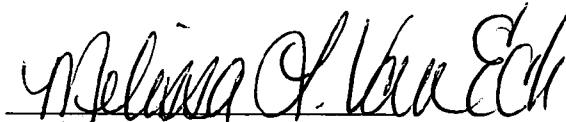
24. The amount in controversy is within the jurisdictional amount requiring compulsory arbitration.

**WHEREFORE**, Plaintiff, Pennsylvania State Employees Credit Union, respectfully requests this Honorable Court to enter judgment in favor of Plaintiff and against Defendants, Lori R. Rodkey and Paul Rodkey, in the amount of Eleven Thousand Seven Hundred Fifty-eight Dollars and 93/100 (\$11,758.93), plus interest, reasonable attorney's fees in the amount of Two Thousand Three Hundred Seventy-six Dollars and 78/100 (\$2,376.78), the costs of this action, and such other relief as the Court deems just and proper.

Respectfully submitted,

VAN ECK & VAN ECK, P.C.

By:



Melissa L. Van Eck, Esquire

Attorney I.D. No. 85869

P.O. Box 6662

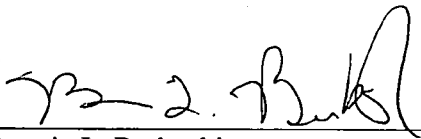
Harrisburg, PA 17112

717.540.5406

VERIFICATION

I, Bonnie L. Berkoski, hereby certify that the following is correct:

The facts set forth in the foregoing Complaint are based upon information which I have furnished to counsel, as well as upon information which has been gathered by counsel and/or others acting on my behalf in this matter. The language of the Complaint is that of counsel and not my own. I have read the Complaint, and to the extent that it is based upon information which I have given to counsel, it is true and correct to the best of my knowledge, information, and belief. To the extent that the content of the Complaint is that of counsel, I have relied upon such counsel in making this Verification. I hereby acknowledge that the facts set forth in the aforesaid Complaint are made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
Bonnie L. Berkoski

Date: 7/12/07

EXHIBIT "A"

# PERSONAL SERVICE LOAN AND VISA ACTIVATION NOTICE

November 15, 2000

NOV 22 2000

NOV 21 2000

## Loan

### Information:

SS #: 168-52-9989

Applicant: LORI ROBERTSON

Ref #: 125246 301 N

Co-applicant: PAUL RODKEY

Approval Amount: \$11,500

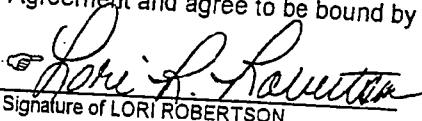
Co-applicant SS #: 208-50-7713

Home Telephone #: 814 263-7258

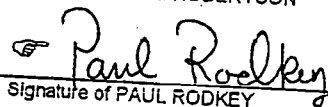
Work Telephone #: 814 375-5950

### Signatures:

We acknowledge receipt of the PSECU LOANLINER Disclosure and Credit Agreement and agree to be bound by the terms set forth in said agreement.

  
Signature of LORI ROBERTSON

11/20/00  
Date

  
Signature of PAUL RODKEY

11/20/00  
Date

**NOTICE TO CO-APPLICANT:** The Co-applicant is a person who is responsible for the entire debt. The Co-applicant will also be obligated to pay fees and collection costs if any. PSECU can collect this debt from the Co-applicant without first trying to collect from the Applicant. PSECU can use the same collection methods against the Co-applicant that can be used against the Applicant. If this debt is ever in default, that fact may become a part of the Co-applicant's credit history. As a Co-applicant, you should make certain that you want to accept the responsibility for paying the entire debt.

- I would like an immediate PSL advance of \$ \_\_\_\_\_. PURPOSE: \_\_\_\_\_  
Send a ☐ check, or ☐ deposit to my S4 (MoneyHandler/Checking Shares)
- Select your Personal Service Loan repayment option.  
☐ Payroll deduction ☐ Automatic Transfer ☐ Direct Payment ☐ Homebanking  
☐ Self Service Telephone
- I ☐ want ☐ do not want overdraft protection from my Personal Service Loan.
- I would like an immediate VISA advance of \$ \_\_\_\_\_. PURPOSE: \_\_\_\_\_  
Send a ☐ check, or ☐ deposit to my S4 (MoneyHandler/Checking Shares)
- You may have one additional card issued on your VISA account. Indicate your choice below:
  - ☐ Please issue an additional card (with the same VISA number as mine) in the name of the co-applicant, PAUL RODKEY.
  - ☐ Please issue an additional card in the name below. I authorize him/her to use it and I accept full responsibility for all charges and/or cash advances just as though I made them. Authorized card holders may not order replacement cards or obtain VISA account information (i.e. detailed transactions, balance information, payment activity). LORI ROBERTSON must sign below.

\_\_\_\_\_  
Name of Authorized Card Holder



\_\_\_\_\_  
Signature of LORI ROBERTSON

SCANNED



**EXHIBIT "B"**



# Pennsylvania State Employees Credit Union

P.O. Box 67013 • Harrisburg, PA 17106-7013 • (717) 234-8484 Harrisburg, (800) 237-7328 Nationwide

## Loan Disclosures

### LOANLINER® CREDIT AND SECURITY AGREEMENT

This LOANLINER® Credit and Security Agreement, which includes the Truth in Lending Disclosures, will be referred to as the Plan. The Plan documents include this Agreement and an Addendum. You, your and borrower mean any person who signs the Plan. Credit Union, we, our and us mean PSECU or anyone to whom the Credit Union transfers its rights under the Plan. This is a multi-state document which may be used to lend to borrowers in all states.

**1. HOW THIS PLAN WORKS** — This is an open-end, multi-featured credit plan. We anticipate that, from time to time, you will borrow money (called "advances") under the Plan. We are not required to make advances to you under the Plan and can refuse a request for an advance at any time. The Addendum describes the different types of credit (called "subaccounts") available under the Plan, the current interest rate for each subaccount expressed as a daily periodic rate and corresponding annual percentage rate and other charges. It may also have other terms and a schedule for determining the payment amounts.

**2. CREDIT LIMIT** — We may, but do not have to, establish a credit limit on certain subaccounts. If a credit limit is set for a subaccount, you promise not to exceed the established credit limit. If you exceed the credit limit, you promise to repay immediately the amount which exceeds the credit limit.

**3. REPAYMENT** — You promise to repay all amounts you owe under the Plan plus interest. Payments are due on the last day of the month unless we set a different date at the time of an advance. If the Addendum has no payment schedule for a subaccount, your payment will be determined at the time of each advance. Payments must include any amount past due and any amount by which you have exceeded any credit limit you have been given for a subaccount. You may repay all or part of what you owe at any time without any prepayment penalty. Even if you repay, you will still be required to make the regularly scheduled payments unless we agree in writing to a change in the payment schedule. If you have a joint share draft account, you will be responsible for paying all overdraft advances obtained by a joint holder of the share draft account. Payments will be applied in the order the Credit Union chooses.

**4. PLAN ACCESS** — You can obtain credit advances in any manner authorized by us. If we allow you to use your ATM/Debit card to access the Plan, you may be liable for the unauthorized use of your ATM/Debit card. You will not be liable for unauthorized use that occurs after you notify us, orally or in writing, of the loss, theft, or possible unauthorized use. If you believe your ATM/Debit card has been lost or stolen, immediately inform the Credit Union by calling or writing us at the telephone number or address that appears elsewhere in the Plan. If the card is used to obtain advances directly from the Plan, your liability will not exceed \$50. If the unauthorized withdrawal is from a share draft account, your liability is governed by the Regulation disclosures you received at the time you received your ATM/Debit card, even if the withdrawal results in an advance being made from your overdraft subaccount.

**5. FINANCE CHARGE** — The dollar amount you pay for money borrowed is called "finance charge" and begins on the date of each advance. A finance charge will be computed separately for each separate balance under the Plan. To compute the finance charge, the unpaid balance for each day since your last payment (or since an advance if you have not yet made a payment) is multiplied by the applicable daily periodic rate. The sum of these amounts is the finance charge owed. The balance used to compute the finance charge is the unpaid balance each day after payments and credits to that balance have been subtracted and any additions to the balance have been made. In addition to interest, we may charge other finance charges which are disclosed on the Addendum. If the interest rate is a variable interest rate, the Addendum explains how the variable interest rate works.

**6. SECURITY INTEREST** — The Plan is secured by the shares and deposits in all joint and individual accounts you have with the Credit Union now and in the future. Shares and deposits in an Individual Retirement Account and any other account which would lose special tax treatment under state or federal law if given as security are not subject to the security interest you have given in your shares and deposits. Additional security may be required depending on the subaccount under which an advance is requested. For example, a subaccount called "New Car Advances" means the security will be a new car. A subaccount called "Other Secured Advances" means you must offer security acceptable to the Credit Union for the advance. Property given as security for any advance under the Plan will secure all other amounts you owe under the Plan or under any other Agreement with us now and in the future. Property securing other loans with us may also secure the Plan. However, if you have given your dwelling as security for a loan with us, that dwelling will not secure an advance made under the Plan.

**7. PROPERTY INSURANCE, TAXES AND FEES** — You will be required to purchase property insurance on certain types of security that you give for advances. You may choose the property insurance from anyone you choose who is acceptable to the Credit Union. The amount and coverage of the property insurance must be acceptable to us. You may provide the property insurance through a policy you already have, or

through a policy you get and pay for. You promise to make the insurance policy payable to us and to deliver the policy or proof of coverage to us if asked to do so.

If you cancel your insurance and get a refund, we have a right to the refund. If the property is lost or damaged, we can use the insurance settlement to repair the property or apply it towards what you owe. You authorize us to endorse any draft or check which may be payable to you in order for us to collect any refund or benefits due under your insurance policy. You promise to pay all taxes and fees (like registration fees) due on the property and to keep the property insured against loss and damage.

If you do not pay the taxes or fees on the property when due or keep it insured, we may pay these obligations, but we are not required to do so. Any money we spend for taxes, fees or insurance will be added to the unpaid balance of the advance and you will pay interest on those amounts at the same rate you agreed to pay on the advance. We may receive payments in connection with the insurance from a company which provides the insurance. We may monitor our loans for the purpose of determining whether you and other borrowers have complied with the insurance requirements of its loan agreements or may engage others to do so. The insurance charged added to your advance may include (1) the insurance company's payments to us and (2) the cost of determining compliance with the insurance requirements. If we add amounts for taxes, fees or insurance to the unpaid balance of your advance, we may increase your payments to pay the amount added within the term of the insurance or approximate term of the advance.

**8. NOTICE** — If you do not purchase the required property insurance, the insurance we may purchase and charge you for will cover only our interest in the property. The insurance will not be liability insurance.

**9. CREDIT INSURANCE** — Credit life and/or credit disability insurance is optional under the Plan. If you qualify for and purchase the insurance from us, you authorize us to add the insurance premiums monthly to your loan balance and charge you interest on the entire balance. If you elect credit insurance, your payments may increase or the period of time necessary to repay your advance may be extended beyond the approximate term stated on the Addendum. The credit insurance rates may change during the Plan. If the rates change, we will provide any notices required by applicable law.

**10. PERIODIC STATEMENT** — On a regular basis you will receive a statement showing all transactions under the Plan during the period covered by the statement. Statements and notices will be sent to you at the most recent address you have given us in writing. Unless applicable law requires notice to each joint borrower, notice to any one of you will be notice to all.

**11. JOINT ACCOUNTS** — If this is a joint account, each of you is individually and jointly responsible for paying all amounts owed. That means we can enforce our rights under the Plan against any one of you individually or against all of you together. If you give us inconsistent instructions, we can refuse to follow your instructions. Unless our written policy requires all of you to sign for an advance, each of you authorizes the other(s) to obtain advances individually and agrees to repay advances made to the other(s).

**12. FEES AND CHARGES** — If you give us a security interest in certain types of property, we may charge you a filing fee to perfect our interest in the property. If so, the amount of the fee will be disclosed to you at the time you obtain an advance. We may also charge you other fees in connection with the Plan. Those fees are disclosed on the Addendum and will be added to your loan balance unless you pay them in cash.

**13. UPDATING CREDIT INFORMATION** — You promise that you will promptly give us written notice if you move, change your name or employment, or if any other information you provided to us changes. Upon our request you also agree to provide us updated financial information.

**14. DEFAULT** — *The following paragraph applies to borrowers in Idaho, Kansas, Maine and South Carolina:* You will be in default if you do not make a payment of the amount required when it is due. You will also be in default if we believe the prospect of payment, performance, or realization on any property given as security is significantly impaired.

*The following paragraph applies only to borrowers in Wisconsin:* You will be in default if you fail to make a payment when due two times during any 12-month period. You will be in default if breaking any promise made under the Plan materially impairs your ability to repay what you owe. You will also be in default if breaking any promise made under a Security Agreement made in connection with an advance, materially impairs the condition, value, or protection of or our right in the property you gave as security.

*The following paragraph applies only to borrowers in Iowa:* You will be in default if you are more than 10 days late in making a payment. You will also be in default if

**LOANLINER® Credit and Security Credit Agreement (continued)**

you do not comply with the terms of the Plan and your failure to comply materially impairs any property you gave as security of your ability to repay what you owe under the Plan.

**The following paragraph applies to borrowers in all other states:** You will be in default if you do not make a payment of the amount required when it is due. You will be in default if you break any promise you made under the Plan or if anyone is in default under any security agreement made in connection with an advance under the Plan. You will be in default if you die, file for bankruptcy, become insolvent, if you make any false or misleading statements in any credit application or update of credit information, or if something happens we believe may substantially reduce your ability to repay what you owe. You will also be in default under the Plan if you are in default under any other loan agreement with us.

**15. ACTIONS AFTER DEFAULT — The following paragraph applies to borrowers in Colorado, District of Columbia, Iowa, Kansas, Maine, Massachusetts, Missouri, Nebraska, West Virginia and South Carolina:** When you are in default and after expiration of any right you have under applicable state law to cure your default, we can demand immediate payment of the entire unpaid balance under the Plan without giving you advance notice.

**The following paragraph applies to borrowers in all other states except, Wisconsin and Louisiana:** When you are in default, we can require immediate payment (acceleration) of the entire unpaid balance under the Plan. You waive any right you have to demand for payment, notice of intent to accelerate and notice of acceleration.

**The following paragraphs apply to borrowers in all states except, Wisconsin and Louisiana:** If immediate payment is demanded, you will continue to pay interest until what you owe has been repaid, at the applicable interest rates in effect unless a default rate is disclosed on the Addendum. If a demand for immediate payment has been made, the shares and deposits given as security for the Plan can be applied towards what you owe. We can also exercise any other rights given by law when you are in default.

You agree the Credit Union has the right to take possession of any property given as security for an advance under the Plan without judicial process if this can be done without breach of the peace. If we ask, you promise to deliver the property at a time and place we choose. We will not be responsible for any other property, not covered by this Agreement, that you leave inside the property or that is attached to the property. We will try to return that property to you or make it available to you to claim.

After we have possession of the property, we can sell it and apply the money to any amounts you owe us. We will give you notice of any public sale or the date after which a private sale will be held. Our expenses for taking possession of and selling the property will be deducted from the money received from the sale. Those costs may include the cost of storing the property, preparing it for sale and attorney's fees to the extent permitted under state law or awarded under §506(b) of the Bankruptcy Code. The rest of the sale money will be applied to what you owe under the Plan.

**16. ACTIONS AFTER DEFAULT — WISCONSIN — The following paragraph applies only to Wisconsin borrowers:** When you are in default and after expiration of any right you have under applicable state law to cure your default, we may require immediate payment of your outstanding loan balance under the Plan and seek possession of the property. You may voluntarily give the property to us if you choose, or we may seek to take possession of the property by judicial process. If we repossess the property, you agree to pay reasonable expenses incurred in disposing of the property. If the property is a motor vehicle, mobile home, trailer, snowmobile, boat or aircraft, you will also be required to pay any costs permitted by Section 422.413 of the Wisconsin Statutes.

**17. ACTIONS AFTER DEFAULT — LOUISIANA — The following paragraph applies only to Louisiana borrowers:** When you are in default, we can require immediate payment (acceleration) of the entire unpaid balance under the Plan. You waive any right you have to demand for payment, notice of intent to accelerate and notice of acceleration. If immediate payment is demanded, you will continue to pay interest until what you owe has been repaid at the applicable interest rates in effect unless a default rate is disclosed on the Addendum. If a demand for immediate payment has been made, the shares and deposits given as security for the Plan can be applied towards what you owe. We can also exercise any other rights given by law when you are in default and our rights under any security agreements you have with us.

**18. CANCELLING OR CHANGING THE PLAN — The following paragraph applies only to borrowers in Illinois:** We have the right to change the terms of the Plan from time to time after giving you any advance notice required by law. Any change to the interest rate or other charges will apply to future advances.

**The following paragraphs apply only to borrowers in Wisconsin:** We can change the terms of the Plan from time to time in accordance with Section 422.415 of the Wisconsin Statutes. You will be notified of any change in terms. An increase in the daily periodic rate under a variable rate interest rate is not considered a change in terms under the Plan.

We can cancel the entire Plan or any part of the Plan at any time. You may cancel the Plan at any time by giving us prior written notice. Your obligation to pay the unpaid balances under the terms of the Plan continues whether you or the credit union cancel the Plan, except to the extent that your liability is limited by Section 422.4155 of the Wisconsin Statutes.

**The following paragraph applies only to borrowers in Iowa:** We can change the terms of the Plan from time to time after giving you any advance notice required by law. A change that increases the rate of finance charge or other charge, that increases the amount of your payments, or that otherwise adversely affects existing balances will apply to existing balances only if you agree to the change or you use the Plan after receiving notice that your use of the Plan means you agree the change applies to existing balances.

**The following paragraph applies to borrowers in all other states:** We have the right to change the terms of the Plan from time to time after giving you any advance notice required by law. Any change in the interest rate will apply to future advances, and at our discretion, and subject to any requirements of applicable law, will also apply to unpaid balances.

**The following paragraph applies to all borrowers other than Wisconsin borrowers:** An increase in the daily periodic rate under a variable interest rate is not considered a change in terms under the Plan. We can cancel the entire Plan or any part of the Plan at any time. You can cancel the Plan at any time. Your obligation to pay the unpaid balances under the terms of the Plan continues whether you or the Credit Union cancel the Plan.

Sections 21-25 apply if you give security in connection with an advance under the Plan. They apply to borrowers in all states except Louisiana. Louisiana borrowers will execute a separate security agreement. Borrowers in other states may also be asked to execute a separate security agreement.

**19. DELAY IN ENFORCING RIGHTS AND CHANGES IN THE PLAN —** We can delay enforcing any of our rights under this Plan any number of times without losing the ability to exercise our rights later. We can enforce this Plan against your heirs or legal representatives. If we change the terms of the Plan, you agree that this Plan will continue to protect us.

**20. CONTINUED EFFECTIVENESS —** If any part of this Plan is determined by a court to be unenforceable, the rest will remain in effect.

**21. THE SECURITY FOR THE LOAN —** You give us what is known as a security interest in all property described in any receipt, voucher or other document you receive for an Advance ("the Advance"). The security interest you give includes all accessions. Accessions are things which are attached to or installed in the property now or in the future. The security interest also includes any replacements for the property which you buy within 10 days of the Advance or any extensions, renewals or refinancing of the Advance. It also includes any money you receive from selling the property or from insurance you have on the property. If the value of the property declines, you promise to give us more property as security if asked to do so.

**22. WHAT THE SECURITY INTEREST COVERS —** The security interest secures the Advance described in the receipt, voucher or any other document you receive at the time of the Advance and any extensions, renewals or refinancings of the Advance. It also secures any other advances you have now or receive in the future under the Plan and any other amounts or loans, including any credit card loan, you owe us for any reason now or in the future, except any loan secured by your principal residence. If the property is household goods as defined by the Federal Trade Commission Credit Practices Rule, the property will secure only the Advance and not other amounts you owe.

**23. OWNERSHIP OF THE PROPERTY —** You promise that you own the property or if the Advance is to buy the property, you promise you will use the Advance for that purpose. You promise that no one else has any interest in or claim against the property that you have not already told us about. You promise not to sell or lease the property or to use it as security for a loan with another creditor until the Advance is repaid. You promise you will allow no other security interest or lien to attach to the property either by your actions or by operation of law.

**24. PROTECTING THE SECURITY INTEREST —** If your state issues a title for the property, you promise to have our security interest shown on the title. We may have to file what is called a financing statement to protect our security interest from the claims of others. If asked to do so, you promise to sign a financing statement. You also promise to do whatever else we think is necessary to protect our security interest in the property.

**25. USE OF PROPERTY —** Until the Advance has been paid off, you promise you will: (1) Use the property carefully and keep it in good repair. (2) Obtain our written permission before making major changes to the property or changing the address where the property is kept. (3) Inform us in writing before changing your address. (4) Allow us to inspect the property. (5) Promptly notify us if the property is damaged, stolen or abused. (6) Not use the property for any unlawful purpose.

**26. NORTH DAKOTA NOTICE TO BORROWERS PURCHASING A MOTOR VEHICLE. THE MOTOR VEHICLE IN THIS TRANSACTION MAY BE SUBJECT TO REPOSSESSION. IF IT IS REPOSSESSED AND SOLD TO SOMEONE ELSE, AND ALL AMOUNTS DUE TO THE SECURED PARTY ARE NOT RECEIVED IN THAT SALE, YOU MAY HAVE TO PAY THE DIFFERENCE.**

**27. VERMONT NOTICE TO CO-SIGNER — YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.**

## BILLING RIGHTS

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

### NOTIFY US 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, write us on a separate sheet at the address listed on your statement. 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, 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, describe the item you are not sure about.

If you have authorized us to pay a credit card account automatically from your share account or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

**YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE** - We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 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. We can continue to send statements to you for the amount you question, including finance charges, and we can apply any unpaid amount

against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your statement that are not in question.

If we find that we made a mistake on your statement, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

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 to us within ten 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 of the questioned amount, even if your statement was correct.

**SPECIAL RULE FOR CREDIT CARD PURCHASES** — If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right: (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

## VISA® CREDIT CARD AGREEMENT AND TRUTH IN LENDING DISCLOSURE

In this Agreement, the words **you** and **your** means each and all of those who apply for the card or who signs this Agreement. **Card** means the VISA Credit Card and any duplicates and renewals we issue. **Account** means your VISA Credit Card Line of Credit account with us. **We, us, and ours** means this Credit Union.

**1. RESPONSIBILITY** — If we issue you a card, you agree to repay all debts and the Finance Charge arising from the use of the card and the card account. For example, you are responsible for charges made by yourself, your spouse and minor children. You are also responsible for charges made by anyone else to whom you give the card, and this responsibility continues until the card is recovered. You cannot disclaim responsibility by notifying us, but we will close the account for new transactions if you so request and return all cards. Your obligation to pay the account balance continues even though an agreement, divorce decree or other court judgment to which we are not a party may direct you or one of the other persons responsible to pay the account.

**2. LOST CARD NOTIFICATION** — If you believe the card has been lost or stolen, you will immediately call the Credit Union at (717) 234-8484 or (800) 237-7328. After hours call (800) 556-5678.

**3. LIABILITY FOR UNAUTHORIZED USE** — You understand that your total liability to the Credit Union shall not exceed \$50 for any card transactions resulting from the loss, theft or unauthorized use of the card that occurs prior to the time you give notice to the Credit Union. Such liability does not apply when the card is used to make electronic fund transfers. The Credit Union uses neural networks, which by artificial intelligence can recognize and alert us to potential fraudulent transactions. These alerts may generate inquiries about your use of the card and we apologize for any inconvenience this might cause.

**4. CREDIT LINE** — If we approve your application, we will establish a self-replenishing Line of Credit for you and notify you of its amount when we issue the card. You agree not to let the account balance exceed this approved Credit Line. Each payment you make on the account will restore your Credit Line by the amount of the payment which is applied to the principal. You may request an increase in your Credit Line only by written application to us, which must be approved by our credit committee or loan officer. By giving you written notice we may reduce your Credit Line from time to time, or with good cause, revoke your card and terminate this Agreement. Good cause includes your failure to comply with this Agreement or any other agreement with us, or our adverse reevaluation of your creditworthiness. You may also terminate this Agreement at any time, but termination by either of us does not affect your obligation to pay the account balance. The cards remain our property and you must recover and surrender to us all cards upon our request and upon termination of this Agreement.

**5. CREDIT INFORMATION** — You authorize us to investigate your credit standing when opening, renewing or reviewing your account, and you authorize us to disclose information regarding your account to credit bureaus and other creditors who inquire of us about your credit standing.

**6. MONTHLY PAYMENT** — We will mail you a statement every month showing your Previous Balances of purchases and cash advances, the current transactions on your account, the remaining credit available under your Credit Line, the New Balances of purchases and cash advances, the Total New Balance, the Finance Charge due to date, and any other billed fees, and the Minimum Payment required. Every month you must pay at least the Minimum Payment within 25 days of your statement closing date. By separate agreement you may authorize us to charge the minimum payment automatically to your share or checking account with us. You may, of course, pay more frequently, pay more than the Minimum Payment, or pay the Total New Balance in full, and you will reduce the finance charge by doing so.

The minimum payment will be (a) 2% of your Total New Balance, rounded up to the next even dollar, or (b) \$20.00, whichever is greater. In addition, at any time your Total

New Balance exceeds your Credit Line, you must immediately pay the excess upon our demand. We will apply payments in the following manner: first to previous late fees, then to previous cash advances finance charges, then to previous purchase finance charges, then to current late fees, then to previous cash advance balances, then to previous purchase balances in the order that they were posted to your account, then to current cash advance balances, and then to current purchase balances.

**7. FINANCE CHARGES** — You can avoid Finance Charge on purchases by paying the full amount of the New Balance of Purchases each month within 25 days of your statement closing date. Otherwise, the New Balance of Purchases, and the subsequent purchases from the date they are posted to your account, will be subject to Finance Charge. Cash advances are always subject to Finance Charge from the date they are posted to your account.

**Purchases:** We calculate your finance charge by multiplying the average adjusted daily balance (see explanation below), including new purchases, for the billing cycle by the monthly periodic purchase rate as disclosed on the addendum.

**Cash Advances:** We calculate your finance charge on cash advances by multiplying the average adjusted daily balance (see explanation below) for cash advances during the billing cycle by the monthly periodic advance rate.

### Balance Computation Method

**Average Daily Balance for Purchases** - The Average Daily Balance for Purchase Transactions is calculated by adding the Daily Balances (Purchase Transaction) for each day in the billing cycle, and then dividing by the number of days in the billing cycle. To calculate the Daily Balance for purchases each day, we take the following steps: We take the outstanding balance (all amounts you owe) at the start of the day. Then, in the sequence in which amounts are posted to your account, we add the amounts of all debits and subtract the amounts of all credits or payments which post to your account that day. After applying payments and credits, we subtract the amount of any unpaid Finance Charges or Late Charges. Then we also subtract the amount of any Cash Advance transactions that posted to your account on that day or in any previous day in the billing cycle. This gives us the Daily Balance for purchases.

**Average Daily Balance for Cash Advances** - Cash Advance Transactions which are posted to your account are not included in the Average Daily Balance calculation for purchases, and are therefore not subject to the monthly periodic rate for purchases. The Average Daily Balance is calculated separately for Cash Advances and is subject to the Cash Advance Monthly Periodic Rate. The Average Daily Balance for Cash Transactions is calculated by adding the Daily Balances (Cash Transaction) for each day in the billing cycle, and then dividing by the number of days in the billing cycle. To calculate the Daily Balance for cash each day, we take the following steps: We take the outstanding balance (all amounts you owe) at the start of the day. Then, in the sequence in which amounts are posted to your account, we add the amounts of all debits and subtract the amounts of all credits or payments which post to your account that day. After applying payments and credits, we subtract the amount of any unpaid Finance Charges or Late Charges. Then we also subtract the amount of any Purchase Transactions that posted to your account on that day or in any previous day in the billing cycle. This gives us the Daily Balance for Cash Advance Transactions. **Note: Cash Advances are always subject to finance charges and from the day they are posted to your account.**

Payments are applied in the following manner: first to previous late fees, then to previous cash advances finance charges, then to previous purchase finance charges, then to current late fees, then to previous cash advance balances, then to previous purchase balances in the order that they were posted to your account, then to current cash advance balances, and then to current purchase balances. Credits are applied first to the particular type of debt which is being credited, if any, and then to the balance of your account.

### **VISA® Credit Card Agreement and Truth in Lending Disclosure (continued)**

Note also that if the total of the payments and credits which are posted to your account by the Payment Due Date shown on a statement is equal to or exceeds the New Balance shown on that statement, we will not apply the Monthly Periodic Rate to your Account on your next statement.

**8. DEFAULT** — You will be in default if you fail to make any Minimum Payment within 25 days after your monthly statement closing date. You authorize us to transfer funds sufficient to make the minimum payment due if your VISA loan is in default. You agree that we may temporarily suspend your ATM card access if your VISA payment is due for a period exceeding 30 days. You will also be in default if your ability to repay us is materially reduced by a change in your employment, an increase in your obligations, bankruptcy or insolvency proceedings involving you, your death or your failure to abide by this Agreement, or if the value of our security interest materially declines. We have the right to demand immediate payment of your full account balance if you default, subject to our giving you any notice required by law. To the extent permitted by law, you will also be required to pay our collection expenses, including court costs and reasonable attorney fees.

**9. USING THE CARD** — To make a purchase or cash advance, there are two alternative procedures to be followed. One is for you to present the card to a participating VISA plan merchant, to us or another financial institution, and sign the sales or cash advance draft which will be imprinted with your card. 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 of electronic terminal that provides access to the VISA system. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. The monthly statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sale, cash advance, credit or other slips cannot be returned with the statement. You will retain a copy of such slips furnished at the time of the transaction in order to verify the monthly statement. The Credit Union may make a reasonable charge for photocopies of slips you may request.

**10. RETURNS AND ADJUSTMENTS** — Merchants and others who honor the card may give credit for returns and adjustments, and they will do so by sending us a credit slip which we will post to your account. If your credit and payments exceed what you owe us, we will hold and apply this credit balance against future purchases and cash advances, or if it is one dollar or more, refund it on your written request or automatically after six months.

**11. FOREIGN TRANSACTIONS** — Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The conversion rate to dollars will be (i) the wholesale market rate or (ii) the government-mandated rate, whichever is applicable, in effect one day prior to the processing date, increased by one percent.

**12. PLAN MERCHANT DISPUTES** — We are not responsible for the refusal of any plan merchant or financial institution to honor your card. We are subject to claims and defenses (other than tort claims) arising out of goods and services you purchase with the card only if you have made a good faith attempt, but have been unable to obtain satisfaction from the plan merchant, and (a) your purchase was made in response to an advertisement we sent or participated in sending you, or (b) your purchase cost more than \$50 and was made from a plan merchant in your state or within 100 miles of your home. Any other disputes you must resolve directly with the plan merchant.

**13. SECURITY INTEREST** — To secure your account, you grant us a purchase money security interest under the Uniform Commercial Code in any goods you purchase through the account. If you default, we will have the right to recover any of these goods which we have not been paid for through our application of your payments in the manner described in the Monthly Payment section. With respect to this account only, we will not assert any statutory right we may have if you are in default to prevent withdrawal of your unpledged credit union shares (Deposits) below the unpaid balance of your account. However, if you give or have given us a specific pledge of your credit union shares (Deposits) by signing the Pledge of Shares or otherwise, or any other security interests for all your debts, your account will be secured by your pledged shares (Deposits) and by the property described in those other security agreements, except for your home.

**14. EFFECT OF AGREEMENT** — This Agreement is the contract which applies to all transactions on your account even though the sales, cash advance, credit or other slips you sign or receive may contain different terms. We may amend the Agreement from time to time by sending you the advance written notice required by law. Your use of the card thereafter will indicate your agreement to the amendments. To the extent the law permits, and we indicate in our notice, amendments will apply to your existing account balance as well as to future transactions.

**15. LATE PAYMENT CHARGE** — If your Minimum Payment is not paid within 15 days after the Payment Due Date, you will be subject to a single charge of 5% of the minimum scheduled payment.

**16. COPY RECEIVED** — You acknowledge receipt of a copy of this Agreement.

### **ELECTRONIC FUNDS TRANSFER, MAC AGREEMENT AND REGULATION "E" DISCLOSURE**

**MONEY ACCESS CARD CARDHOLDER AGREEMENT** - The Undersigned (you or your), in consideration of THE PENNSYLVANIA STATE EMPLOYEES CREDIT UNION (we, our and us) issuing to you a MONEY ACCESS CARD, hereby agree to be legally bound by the following terms and conditions. You agree that the use of your MAC card(s) constitutes acceptance of the terms and conditions of this Agreement. You understand that MAC® is a credit-related service and you authorize PSECU to obtain a credit report on any users of this account.

#### **1. Accounts and Uses of MONEY ACCESS CARD**

You have the account(s) (including Checking and Regular Shares), which we set forth on your application form with this Agreement. You hereby request that we issue to you one or more MONEY ACCESS CARD(s) to be used in connection with such accounts as described in this Agreement.

You understand you may use the MONEY ACCESS CARD at a MONEY ACCESS CENTER® to (1) withdraw cash from, (2) make or arrange for deposits in, (3) effect transfers to or from your account, (4) receive information regarding the balance in your account(s) or (5) make cash advances from your credit account(s) in the amounts you request. You may also use automated teller machines throughout the United States and in certain foreign countries which bear the PLUS SYSTEM® name and logo (1) to make withdrawals from, (2) effect transfers to or from, (3) receive information regarding the balances in your Checking or Regular shares. If you have a Personal Service Loan approved and in place, you may also make a cash advance from your PSL. You further understand you may use the MONEY ACCESS CARD to purchase goods and services ("Purchase") at any retail establishment ("Merchant") where MONEY ACCESS CARDS are accepted by such Merchant. If you use the MONEY ACCESS CARD to make a Purchase to obtain cash, if permitted by the Merchant, you shall be requesting us to withdraw funds in the amount of such Purchase (including any cash received from the Merchant) from your Checking Shares and directing or ordering us to pay such funds to the Merchant.

You request that we will provide to you such other services or access to other ATM systems or networks using the MONEY ACCESS CARD which we may later make available and which we advise you are offered in connection with your account(s) set forth on your application form. You also understand that from time to time you may request in writing that we provide access to additional accounts of yours through the MONEY ACCESS CARD we have issued to you. You agree that the uses of the MONEY ACCESS CARD described in this Agreement shall be subject to the rules and regulations of each account which is accessed by such Card.

#### **2. Use of Personal Identification Number ("PIN") with MONEY ACCESS CARD**

You understand that a MONEY ACCESS CENTER or a PLUS SYSTEM ATM is an automated teller. It can and will perform many of the same tasks as a human teller. You acknowledge that the Personal Identification Number or PIN which you use with the MONEY ACCESS CARD is your signature, identifies the bearer of the Card to the MONEY ACCESS CENTER, PLUS SYSTEM ATM, or other network ATM and authenticates and validates the directions given just as your actual signature and other proof identify you and authenticate and validate your

directions to a human teller. You also understand that a Merchant which accepts the MONEY ACCESS CARD for a Purchase transaction may have an electronic terminal (Merchant operated or Self-Service) which requires the use of your PIN and when your PIN is used at a Merchant's terminal, it will authenticate and validate the directions given just as your actual signature will authenticate and validate your directions given to us. You acknowledge that your PIN is an identification code that is personal and confidential and that the use of the PIN with the MONEY ACCESS CARD is a security device for your account(s). Therefore, YOU AGREE TO TAKE ALL REASONABLE PRECAUTIONS THAT NO ONE ELSE LEARNS YOUR PIN.

#### **3. Liability for Unauthorized Transactions**

You agree to contact us at once if you believe the MONEY ACCESS CARD(s) issued to you or PIN has been lost or stolen or money is missing from your account(s). You also agree that if your monthly statement shows transactions which you did not make, and you do not contact us within 60 days after the statement was mailed to you, you may not get any money lost after that time. YOU AGREE THAT IF YOU GIVE YOUR MONEY ACCESS CARD(s) and PIN TO SOMEONE ELSE TO USE YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE CARD(s) BY THEM. You could lose all your money in the account(s) if you take no action to notify PSECU of the loss of your MONEY ACCESS CARD or PIN. Safeguard your Personal Identification Number (PIN). Do not tell or disclose your PIN to any other person. Do not write your PIN on your MONEY ACCESS CARD. Do not keep a written record of your PIN near your MONEY ACCESS CARD. Do not choose a PIN that is easily identifiable.

A new card may be ordered for you at that time and a "hold" will be placed on your old card. After such time, if you find your old card, destroy the old card by cutting it in half. If you attempt to use your old card, it will be captured and retained by the MONEY ACCESS CENTER, PLUS SYSTEM, or HONOR ATM.

#### **4. Charges**

You agree to pay a 50 cent charge for each deposit or withdrawal exceeding 15 a month. You agree to pay the 50 cent penalty charge on any cash disbursement transaction (loan advance or share withdrawal) that is less than \$20. You agree to pay a 25 cent charge on each balance inquiry. You agree to pay the charges or transaction fees which are charged by us for these services or for services which may later be offered as such fees or charges may be imposed or changed from time to time.

#### **5. Deposits**

You agree that when you make a deposit at a MONEY ACCESS CENTER that we have the right to verify the deposit before we make the money available to you. If you deliver cash, checks or other items to a MONEY ACCESS CENTER, you understand and acknowledge that the funds from your deposit may not be available for immediate withdrawal and that the availability of your deposit shall depend on our rules and regulations regarding the particular account in which you



**Electronic Funds Transfer, MAC Agreement and Regulation "E" Disclosure**  
**(continued)**

are making a deposit, the items that you are depositing and whether the deposit is made at a MONEY ACCESS CENTER that is owned by us or another financial institution. You also understand and acknowledge that not all MONEY ACCESS CENTERS may accept deposits and some MONEY ACCESS CENTERS may limit the amount of funds which may be deposited and we may not control these limits.

**6. Liability**

If the MONEY ACCESS CARD is issued for a joint account, you agree to be jointly and severally liable under the terms of this Agreement and the agreement for such account. You agree that if you make deposits or payments to your account(s) with items other than cash (checks, drafts or other items) and we make funds available to you from such deposits prior to their collection, you agree that we may deduct the amounts of such funds from your account(s) which are not collected or, if the funds in your account(s) are insufficient at such time, you will promptly pay to us any amount of such funds which are not collected.

**7. Amendment of this Agreement**

You agree that from time to time we may amend or change the terms of this agreement including amendments or changes to add further MONEY ACCESS CARD services or to amend or change the charges for these services. We may do so by notifying you in writing of such amendments or changes and your use of the MONEY ACCESS CARD after the effective date of any such amendment or change shall constitute your acceptance of and agreement to such amendment or change.

**8. Ownership**

You agree that the MONEY ACCESS CARD is our property and you will surrender it to us upon our request. You agree that the MONEY ACCESS CARD is non-transferable.

**9. Disclosures**

You hereby acknowledge receipt of the disclosure statement informing you of your rights under the Electronic Funds Transfer Act and a copy of this Agreement.

**REGULATION "E" DISCLOSURE**

**1. Summary of Consumer Liability**

- MAC, ACH and SST** - Tell us at once if you believe your card has been lost or stolen. Telephoning is the best way to keep your possible losses down. You could lose all the money in your account plus your maximum overdraft line of credit. If you believe your card has been lost or stolen, and you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your card without your permission.

If you do not tell us within two business days after you learn of the loss or theft of your card, and we can prove we could have stopped someone from using your card without your permission if you had told us, you could lose as much as \$500.

Also, 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 kept you from telling us, we will extend the time periods.

**2. Telephone Number and Address to Notify of Unauthorized Transfers**

- MAC** - Contact PSECU at (800) 237-7328 or Money Access Service (MAC) at (800) 523-4175 during PSECU non-business hours, then follow up by contacting PSECU at (800) 237-7328 the next business day.
- ACH and SST** - Contact PSECU at (800) 237-7328 (nationwide) or (717) 234-8484 (in Harrisburg).

Or write to us at:

Pennsylvania State Employees Credit Union  
P.O. Box 67013  
Harrisburg, PA 17106-7013

**PSECU Business Hours**

7:00 a.m. - 5:00 p.m. M - F  
8:00 a.m. - Noon Saturday

TDD (800) 472-1967 Nationwide  
(717) 777-2100 in Harrisburg

**3. Financial Institution's Business Days**

- MAC, ACH and SST** - PSECU's Business Days are Monday through Friday, Holidays not included.

**4. Types of Electronic Transfers a Consumer May Make**

- MAC** - Balance inquiries on checking, savings and PSL; withdrawals from checking/savings; cash advance from PSL; deposits to checking/savings; purchase goods and services at any accepting retail establishment.
- ACH** - Preauthorized debits and credits to checking and savings.
- SST** - Balance inquiries and transaction histories on all share, certificate and loan accounts; transfers from any share to another share or loan account from your PSL to any share or loan account; withdrawals from any share except IRA shares or certificates.

**5. Any Charges for Electronic Funds Transfers or for the Right to Make Transfers**

- MAC** - Fifty cents for each disbursement (cash advance or withdrawal) less than \$20; fifty cents for each transaction over 15 per month, and a 25 cent charge on each balance inquiry.
- ACH** - \$20 service charge for insufficient funds for each electronic transfer.
- SST** - none

**6. Summary of Consumer's Right to Receive Documentation of EFT's**

- MAC** - You are entitled to receive a printed receipt at the time of each transaction. You will receive a monthly statement showing the status of your account, any transactions made during the month, and any penalties or charges PSECU may impose during the month.
- ACH and SST** - You will receive a monthly statement showing the status of your account, any transactions made during the month, and any penalties or charges PSECU may impose during the month.
- If you have arranged to have a direct deposit made to your account at least once every 60 days from the same person or company, you can call us at (800) 237-7328 to find out whether or not the deposit has been made.

**7. Stop Payment Rights - Pre-authorized transfers**

- MAC and SST** - Not applicable.
- ACH - Right to Stop Payment and Procedures for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at (800) 237-7328 (Nationwide) or (717) 234-8484 (Harrisburg) or write us at: Pennsylvania State Employees Credit Union, P.O. Box 67013, Harrisburg, PA 17106-7013, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.
- Notice of Varying Amounts.** If these regular payments may vary in amount, the person 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.

- Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages, unless we request and do not receive written confirmation of an oral stop payment within 14 days and the transfer takes place after 14 days, or you fail to give us proper instructions that would enable us to place the stop on the transfer.

**8. Summary of the Financial Institution's Failure to Make or Stop Certain Transfers**

- MAC** - If PSECU fails to complete a transaction on time or in the correct amount, when properly instructed by you, PSECU will be liable for damages caused by our failure unless: (1) there are insufficient funds in your account to complete the transfer; (2) the funds in your account are uncollected; (3) the funds are subject to legal process; (4) the transaction you request would exceed the funds in your account plus any available overdraft protection; (5) the Money Access Center, PLUS system or HONOR ATM has insufficient cash to complete the transaction; (6) your card has been reported lost or stolen and you are using the reported card; (7) PSECU has reason to believe that the transaction requested is unauthorized; (8) the failure is due to an equipment breakdown that you know about when you started the transaction at the Money Access Center, PLUS System or HONOR ATM; (9) the failure was caused by an act of God, fire, or other catastrophe, or by any other cause beyond control; (10) if you attempt to complete a transaction that, at a Money Access Center, PLUS System or HONOR ATM, or merchant terminal that is not a permissible transaction listed above; or, (11) the transaction would exceed the security limitations on the use of your Money Access Card.

- ACH and SST** - If PSECU fails to complete a transaction on time or in the correct amount, when properly instructed by you, PSECU will be liable for damages caused by our failure unless: (1) there are insufficient funds in your account to complete the transfer; (2) the funds in your account are uncollected; (3) the funds are subject to legal process; (4) the transaction you request would exceed the funds in your account plus any available overdraft credit; (5) PSECU has reason to believe that the transaction requested is unauthorized; (6) the failure was caused by an act of God, fire, or other catastrophe, or by another cause beyond control. In any case, PSECU shall be liable for actual proven damages if the failure to make the transaction resulted from a bona fide error despite PSECU's procedures to avoid such errors.

**9. Disclosure to Third Parties**

- MAC, ACH and SST** - PSECU will disclose information about your account to third parties: (1) when it is necessary to complete transactions; (2) to verify the existence and standing of your account with PSECU upon request of third party, such as a credit bureau; (3) to comply with government agency or court orders; (4) in accordance with your written permission; (5) to comply with government or administrative agency summonses, subpoenas, or court orders; (6) on receipt of certification from a Federal Agency or department that a request for information is in compliance with the Right to Financial Privacy Act of 1978; and (7) when it is necessary to take legal action to recover shares.

**10. MONEY ACCESS CENTER Services**

- **MAC Only** - You may use your MONEY ACCESS CARD with your Personal Identification Number (PIN) at MONEY ACCESS CENTERS located in Delaware, Maryland, New Jersey and Pennsylvania to conduct any of the following transactions for the accounts accessed by your MONEY ACCESS CARD.

- Determine the account balance(s) of your Checking your Regular Shares, and your Personal Service Loan (PSL).
- Withdraw cash from your Checking and your Regular Shares.
- Make a cash advance from your Personal Service Loan (PSL).
- Deposit currency, checks, or drafts (coins are not acceptable) for transmission to PSECU for deposit in your Checking and your Regular Shares.

**NOTE:** There are limited locations in Maryland where deposits may be made.

We wish to inform you that some MONEY ACCESS CENTERS located in these areas may only provide access to your Checking, your Regular Shares, and your Personal Service Loan. Not all MONEY ACCESS CENTERS may accept deposits. There may also be limits on the amount of funds which you may deposit in certain MONEY ACCESS CENTERS.

**11. PLUS SYSTEM® Services**

- **MAC Only** - You may use your MONEY ACCESS CARD with your Personal Identification Number (PIN) at any PLUS SYSTEM automated teller machine (PLUS SYSTEM ATM) located throughout the United States, Puerto Rico, Canada, Great Britain and Japan to conduct any of the following transactions on the accounts accessed by your MONEY ACCESS CARD.

- Determine the account balance(s) of your Checking, your Regular Shares, and your Personal Service Loan (PSL).
- Withdraw cash from your Checking and your Regular Shares.
- Make a cash advance from your Personal Service Loan (PSL).

**NOTE:** Deposits are not available through PLUS SYSTEM ATMs.

These are the MONEY ACCESS CENTER services currently available through the PLUS SYSTEM network. Other services may be offered in the future.

**12. HONOR® System Services**

- **MAC Only** - You may use your MONEY ACCESS CARD with your Personal Identification Number (PIN) at any HONOR automated teller machine (HONOR ATM) located throughout Florida and other areas where there are HONOR ATMs. The following transactions may be done on the accounts accessed by your MONEY ACCESS CARD.

- Determine the account balance(s) of your Checking, your Regular Shares, and your Personal Service Loan (PSL).
- Withdraw cash from your Checking and your Regular Shares.
- Make a cash advance from your Personal Service Loan (PSL).

**NOTE:** Deposits are not available through HONOR SYSTEM ATMs.

These are the MONEY ACCESS CENTER services currently available through the HONOR SYSTEM network. Other services may be offered in the future.

**13. Other ATM Network Access**

- **MAC Only** - From time to time, PSECU may make arrangements with other ATM networks to grant access to MONEY ACCESS CARDS. PSECU shall inform you when such arrangements are made and describe the services that are available to you. Any charges will also be described.

**14. Purchase Transactions**

- **MAC Only** - You may use the MONEY ACCESS CARD to purchase goods and services ("Purchase") at any retail establishment ("Merchant") where MONEY ACCESS CARDS are accepted by such Merchant. The amount of all such Purchases will be deducted from your Checking. When you make a Purchase using the MONEY ACCESS CARD, you will be requesting PSECU to withdraw funds from your Checking in the amount of the Purchase and directing PSECU to pay these funds to such Merchant.

**15. Limitations on the Use of your MONEY ACCESS CARD**

- **MAC Only** - You may withdraw up to \$500 per day from one or a combination of your accounts by using a MONEY ACCESS CARD provided the funds are available at a MONEY ACCESS CENTER, PLUS SYSTEM or HONOR System ATM. In addition, you may withdraw/purchase up to \$500 at point of sale locations. PSECU reserves the right to reduce this daily limit at any time. In the event that your daily limit is less than \$500, PSECU will advise you of the new limitation. The day for withdrawal limits starts at 12 midnight each day and ends at 12 midnight the next day. For security purposes, there are also certain daily limitations on the frequency of use of the MONEY ACCESS CARD. However, these limitations are not revealed for security reasons. The Pennsylvania State Employees Credit Union is not obliged to maintain such limitations.

You will be denied use of your MONEY ACCESS CARD if you exceed the daily withdrawal/purchase limit, if you do not have adequate funds available in your account, do not enter the correct Personal Identification Number (PIN), or exceed the frequency of usage limitation. The receipt provided by the MONEY ACCESS CENTER, PLUS SYSTEM, or HONOR System ATM, or Merchant terminal will notify you of the denial. There is a limit on the number of such denials permitted. Attempts to exceed the limit will result in machine retention of

our MONEY ACCESS CARD. The number of attempts that result in machine retention is not revealed for security purposes.

**16. Error Resolution Procedures**

- **MAC, ACH and SST** - In case of errors or questions about your transactions: Direct inquiries to PSECU at (800) 237-7328 Nationwide, TDD (800) 472-1967 Nationwide, (717) 777-2100 in Harrisburg, or write PSECU at: Pennsylvania State Employees Credit Union, P.O. Box 67013, Harrisburg, PA 17106-7013, as soon as you can if you think your statement or receipt is wrong, or if you need more information about a transaction listed on the statement or receipt. PSECU must hear from you no later than 60 days after it sent you the first statement on which the problem or error appeared. You must provide the following information: (a) Your name, account number, and MONEY ACCESS CARD number (if a MAC transaction), or reference number (if Self-Service Telephone Transaction); (b) 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 the information, and; (c) The dollar amount of the suspected error.

If you tell PSECU orally, you must send your complaint or question in writing within 10 business days. PSECU will tell you the results of the investigation within 10 business days for MONEY ACCESS CENTER, PLUS SYSTEM, HONOR SYSTEM, SELF-SERVICE TELEPHONE, or DIRECT DEBIT/CREDIT TRANSACTIONS, or 20 days for MONEY ACCESS CENTER purchase transactions. If we need more time, however, we may take up to 45 days for MONEY ACCESS CENTER, PLUS SYSTEM, HONOR SYSTEM, SELF-SERVICE TELEPHONE, or DIRECT DEBIT/CREDIT TRANSACTIONS, or 90 days for MONEY ACCESS CENTER purchase transactions. If PSECU decides to do this, it will recredit your account within 10 business days for the amount you think is in error if it is a MONEY ACCESS CENTER, PLUS SYSTEM, HONOR SYSTEM, SELF-SERVICE TELEPHONE, or DIRECT DEBIT/CREDIT transaction, or 20 business days if it is a MONEY ACCESS CENTER purchase transaction. You will have the use of the money during the time it takes to complete the investigation. If PSECU does not receive your complaint or question in writing within 10 business days, PSECU may not recredit your account. If PSECU decides there is no error, you will be advised within three business days after the investigation is completed. You may ask for copies of the documents PSECU used in the investigation. If PSECU credits your account while investigating, you must repay those funds if PSECU concludes no error has occurred.

**Notice To Consumers Using ATM's**

- Be alert to your surroundings. If you doubt the safety of a particular location, choose another ATM.
- If the ATM has an entry door, close the door prior to initiating your transaction.
- Put your cash away immediately.
- Direct complaints concerning ATM security to an appropriate department of the owner of the ATM. New Jersey residents: you may call the New Jersey Department of Banking at (609) 292-7272.

**For those members who purchase a vehicle under the DRIV Program, please review the following FTC Notice:**

**NOTICE**

**ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

# LOANLINER® Addendum

**Pennsylvania State Employees Credit Union**  
PO Box 67013 • Harrisburg, PA 17106-7013

**PSECU**  
the financial link

**Instructions:** This addendum is incorporated into and becomes part of your LOANLINER Credit Agreement. Please keep attached.  
**First Payment:** Your first payment is due and payable within 30 days from the date of the loan advance.

The Annual Percentage Rates, corresponding daily periodic rates and amount of payment for each loan subaccount are shown below. If there is no payment schedule, the amount and due date of payments will be determined at the time of each advance and disclosed on the Advance Request Voucher. Other charges that may be imposed are also shown below (i.e., late charges, filing fees, collection costs). All rates are subject to change. From time to time, PSECU may offer a preferred rate of interest on vehicle loans that are repaid by automated means. The interest rate will revert to the standard rate at the time the loan was disbursed if the method of repayment is altered or the loan is in default.

**Default Rate:** If your loan is in default, the credit union reserves the right to charge the highest unsecured interest rate currently in effect at PSECU.

Loan Subaccount Description	Approx. Term In Months	Percent Above Index	Daily Periodic Rate	PRESENT ANNUAL PERCENTAGE RATE	Minimum Payment (For each \$100 or fraction of \$100 of your unpaid amount)
<b>AutoDraft (1) New Vehicle</b>					
\$20,000 loan or greater	84		.00023260	8.49%	\$1.58
\$12,000 value or over	72		.00023260	8.49%	\$1.78
\$8,000 value or over	60		.00020521	7.49%	\$2.00
\$6,000 value or over	48		.00020521	7.49%	\$2.42
Value greater than \$3,000	36		.00020521	7.49%	\$3.11
Two-year loan	24		.00017781	6.49%	\$4.45
<b>Used Vehicles Only</b>					
\$20,000 loan or greater	84		.00027370	9.99%	\$1.66
\$12,000 value or over	72		.00027370	9.99%	\$1.85
\$8,000 value or over	60		.00024630	8.99%	\$2.08
\$6,000 value or over	48		.00024630	8.99%	\$2.49
Value greater than \$3,000	36		.00024630	8.99%	\$3.18
Two-year loan	24		.00021890	7.99%	\$4.52
<b>Recreational Vehicle: New/Used (2)</b>					
Loan amount \$15,000 and up	84		.00029863	10.9%	\$1.71
Loan amount \$8,000 - 14,999	60		.00029863	10.9%	\$2.17
Loan amount \$5,000 - 7,999	48		.00029863	10.9%	\$2.58
Loan amount \$3,000 - 4,999	36		.00029863	10.9%	\$3.27
<b>RA Loan (3)</b>	12	2.0	.00013973	5.10%	\$8.57
<b>Share Loan (3, 4)</b>					
Up to \$1,000	19	2.0	.00013973	5.10%	\$5.49
\$1,001 - \$4,000	48	2.0	.00013973	5.10%	\$2.31
Over \$4,000 One year/\$1,000 up to a maximum of 10 years.		2.0	.00013973	5.10%	\$1.07
<b>Certificate Loan (3, 4, 5)</b>	see below	2.0	see below	see below	
<b>Personal Service Loan (6)</b>	77		.00035342	12.9%	
<b>Personal Service Signature Loan</b>	up to 73 months		.00035342	12.9%	

- PSECU will finance 100 percent of the retail value of a new, current model year vehicle (unfilled). PSECU will finance 100 percent of the retail value of a used motor vehicle (filled). The Kelley Blue Book Guides will be used to determine your vehicle's value. AutoDraft cannot be used to purchase reconstructed, commercial or flood filled vehicles. The Kelley Blue Book Guides will be used to determine the retail value of a new recreational vehicle. Used recreational vehicles may be financed up to 80 percent of the used retail value. The Kelley Blue Book Guides will be used to determine the recreational vehicle's retail value. PSECU's minimum RV loan is \$3,000. Your RV must have a minimum retail value of \$3,333. The Annual Percentage Rate (APR) for share secured and IRA advances will be the dividend rate being paid on regular shares (index) on the date of the advance plus the percentage shown in the "A" above index column above. If there is an existing balance on the date of the new advance, the existing balance will be added to the new advance and the entire balance will be at the new APR. The rates are subject to change to reflect any change in the index. Any increase in the APR will take the form of more payments of the same amount until what you owe has been repaid.
- Shares or certificates pledged must be owned by the Borrower or Co-Borrower unless the Share or Certificate owner authorizes the pledge in writing.
- PSECU will grant loans secured by Shares/Certificates. Maximum financing is 90% of the Certificate pledged. The Annual Percentage Rate (APR) for Certificate loans secured by multiple certificates will be based on the certificate earning the greater dividend. The term for Certificate loans secured by multiple certificates will be limited to the shortest term remaining among them. Early withdrawal of the unsecured portion is not permitted and the loan balance will be due in full if the Certificate is withdrawn prior to maturity. Monthly dividends are paid into the Certificate. At maturity, you authorize PSECU to redeem the Certificate to pay any remaining loan balance. Funds remaining after repayment of the loan will be deposited to Regular Shares if you do not contact PSECU on or before the maturity date. Automatic renewal of the Certificate pledged cannot occur until the loan balance is paid in full.
- If you have been approved for credit under this account, you will be given a specific credit limit. Late Charge: If you are more than 15 days late in making a payment, you will pay a late charge equal to five percent of the scheduled payment. Collection Costs: You promise to pay all costs of collecting the amount you owe under this agreement, including court costs and fees paid to a collection agency.

## VISA Credit Card Disclosures

**FINANCE CHARGE:** Finance Charge (interest) is calculated at the monthly periodic rate and corresponding annual percentage rate on the average daily balances of purchases and cash advances as described below:

	Monthly Periodic Rate	ANNUAL PERCENTAGE RATE
VISA (Purchases)	.00825	9.9%
VISA (Cash advances, Checks)	.01075	12.9%

**MINIMUM PAYMENT:** The minimum monthly payment will be either (a) 2.0% of your total new balance or \$20.00, whichever is greater; or (b) your total new balance if it is less than \$20.00, plus (c) any portion of the minimum payment(s) shown on prior statement(s) which remains unpaid.

**COLLECTION COSTS:** You promise to pay all costs of collecting the amount you owe under this agreement including court costs and reasonable attorney fees.

**LATE CHARGE:** You promise to pay a late charge of 5% of your monthly minimum loan payment on every payment that is past due.

**TELEPHONE INFORMATION AND MAILING ADDRESS:** For all purposes as referenced in the VISA Credit Card Agreement and Truth in Lending Disclosure, call PSECU at (717) 234-8484 in Harrisburg or (800) 237-7328 nationwide, or write the Credit Union at: PSECU, PO Box 67013, Harrisburg, PA 17106-7013.

## PSL Minimum Payment Ranges (per thousand/portion thereof)\*

Loan Balance at Time of Advance	Minimum Monthly Payment	Minimum Biweekly Payment
19,000.01 to 20,000.00	400	200
18,000.01 to 19,000.00	380	190
17,000.01 to 18,000.00	360	180
16,000.01 to 17,000.00	340	170
15,000.01 to 16,000.00	320	160
14,000.01 to 15,000.00	300	150
13,000.01 to 14,000.00	280	140
12,000.01 to 13,000.00	260	130
11,000.01 to 12,000.00	240	120
10,000.01 to 11,000.00	220	110
9,000.01 to 10,000.00	200	100
8,000.01 to 9,000.00	180	90
7,000.01 to 8,000.00	160	80
6,000.01 to 7,000.00	140	70
5,000.01 to 6,000.00	120	60
4,000.01 to 5,000.00	100	50
3,000.01 to 4,000.00	80	40
2,000.01 to 3,000.00	60	30
1,000.01 to 2,000.00	40	20
Up to 1,000.00	20	10

**FIRST PAYMENT:** Your first payment is due and payable within 30 days from the date of the loan advance.

\* Personal Service Signature Loan Minimum Payment: \$100



**Credit Life and Credit Disability Insurance** (offered through CUNA Mutual Insurance Society)

CUNA Mutual Insurance Society  
5910 Mineral Point Road, Madison  
Wisconsin 53701

Credit Life Insurance (cost per \$100 of monthly loan balance): Single Credit Life - \$070  
Joint Credit Life - \$123

**Credit Disability Insurance:**

**Monthly Renewable Credit Disability Disclosure Form**

William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**  
JUL 09 2007

The Schedule of Rates shown below are gross balance rates. This means the rates are applied to the sum of the periodic loan payments which remain to be paid on your loan. The rate we use is determined by the projected loan term of your loan (See your loan plan to find the projected term of your loan). For example, if the projected term of your loan is 24 months and the benefit plan is a 14 day nonretroactive, the rate for the term is .2287 per \$100 of gross balance. If the amount of your periodic loan payment is \$100, the gross balance of your loan during the first month of your loan is \$2,400 (24 x \$100). Our charge to you for insurance for the first month of your loan term would be \$2,400 x .2287 x 0.01, or \$5.49. After you have made your first \$100 periodic loan payment, the gross balance of your loan would be \$2,300 (23 x \$100) and our charge to you for your insurance for the second month would be \$2,300 x .2287 x 0.01, or \$5.26, etc. The charges we actually make to you for your insurance are shown in your periodic statement which you receive from PSECU.

Please remember, whenever you add a new advance to your loan, you recast the loan and a new projected loan term is determined according to your loan plan.

Please note also that if the amount of your periodic loan payment is greater than the maximum benefit per month shown in the insurance schedule of your certificate of insurance, our charge to you is based on the sum of the maximum benefits per month times the number of periodic loan payments remaining to be paid on your loan. For example, if your periodic loan payment is \$400 and the maximum benefit per month is \$300 and you have 24 payments remaining to be paid, the gross balance of your loan for purposes of this insurance would be \$7,200 (not \$9,600) and our charge to you for insurance the first month would be \$16.47 (\$7,200 x .2287 x 0.01).

**Pennsylvania Monthly Renewable Credit Disability Disclosure Rates Per \$100 of Coverage Per Month**

Term	Rate	Term	Rate	Term	Rate	Term	Rate
1	.1985	31	.1388	61	.1151	91	.1151
2	.1953	32	.1382	62	.1147	92	.1147
3	.1922	33	.1369	63	.1138	93	.1138
4	.1894	34	.1894	64	.1132	94	.1132
5	.4362	35	.1857	65	.1127	95	.1127
6	.4493	36	.1835	66	.1341	96	.1123
7	.4163	37	.1800	67	.1330	97	.1118
8	.3930	38	.1783	68	.1318	98	.1115
9	.3724	39	.1752	69	.1314	99	.1107
10	.3556	40	.1732	70	.1303	100	.1102
11	.3416	41	.1708	71	.1292	101	.1099
12	.3298	42	.1690	72	.1285	102	.1094
13	.3154	43	.1688	73	.1275	103	.1089
14	.3042	44	.1647	74	.1266	104	.1082
15	.2932	45	.1627	75	.1259	105	.1078
16	.2824	46	.1608	76	.1250	106	.1075
17	.2750	47	.1594	77	.1244	107	.1069
18	.2673	48	.1572	78	.1235	108	.1066
19	.2594	49	.1560	79	.1227	109	.1062
20	.2513	50	.1539	80	.1219	110	.1058
21	.2458	51	.1524	81	.1213	111	.1056
22	.2390	52	.1509	82	.1206	112	.1050
23	.2336	53	.1499	83	.1198	113	.1048
24	.2287	54	.1481	84	.1193	114	.1044
25	.2234	55	.1464	85	.1186	115	.1040
26	.2184	56	.1456	86	.1179	116	.1036
27	.2139	57	.1440	87	.1174	117	.1033
28	.2103	58	.1424	88	.1168	118	.1029
29	.2070	59	.1417	89	.1161	119	.1023
30	.2026	60	.1402	90	.1157	120	.1020

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102983  
NO: 07-80-CD  
SERVICE # 1 OF 2  
PRAECIPE & COMPLAINT

PLAINTIFF: PENNSYLVANIA STATE EMPLOYEES CREDIT UNION  
vs.  
DEFENDANT: LORI R. RODKEY and PAUL RODKEY

SHERIFF RETURN

---

NOW, July 12, 2007 AT 10:38 AM SERVED THE WITHIN PRAECIPE & COMPLAINT ON LORI R. RODKEY DEFENDANT AT 409 MOWERY RIDGE ROAD, FRENCHVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LORI R. RODKEY, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL PRAECIPE & COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

FILED  
12:40 PM  
NOV 30 2007  
William A. Shaw  
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

DOCKET # 102983  
NO: 07-80-CD  
SERVICE # 2 OF 2  
PRAECIPE & COMPLAINT

PLAINTIFF: PENNSYLVANIA STATE EMPLOYEES CREDIT UNION  
vs.  
DEFENDANT: LORI R. RODKEY and PAUL RODKEY

**SHERIFF RETURN**

---

NOW, July 12, 2007 AT 10:38 AM SERVED THE WITHIN PRAECIPE & COMPLAINT ON PAUL RODKEY DEFENDANT AT 409 MOWERY RIDGE ROAD, FRENCHVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LORI R. RODKEY, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL PRAECIPE & COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102983  
NO: 07-80-CD  
SERVICES 2  
PRAECIPE & COMPLAINT

PLAINTIFF: PENNSYLVANIA STATE EMPLOYEES CREDIT UNION  
vs.  
DEFENDANT: LORI R. RODKEY and PAUL RODKEY

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	VAN ECK	3788	20.00
SHERIFF HAWKINS	VAN ECK	3788	30.52

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2007

So Answers,



Chester A. Hawkins  
Sheriff

PENNSYLVANIA STATE EMPLOYEES: IN THE COURT OF COMMON PLEAS  
CREDIT UNION, : CLEARFIELD COUNTY, PENNSYLVANIA  
Plaintiff :

vs.

LORI R. RODKEY and  
PAUL RODKEY,  
Defendants

NO. 07-80-CD

CIVIL ACTION -LAW

FILED  
FEB 19 2008  
William A. Shaw  
Prothonotary/Clerk of Courts  
FEB 20 2008  
William A. Shaw  
Prothonotary/Clerk of Courts  
NOTICE  
TO EACH DEF  
ATTY

PRAECIPE FOR JUDGMENT

Enter Judgment in favor of Plaintiff and against Defendants, Lori R. Rodkey and Paul Rodkey for want of ANSWER TO COMPLAINT.

( X ) Assess damages as follows:

Debt -----\$11,758.93  
Attorney's Commission-----\$2,376.78  
Filing costs-----\$to be determined  
TOTAL-----\$14,135.71 plus costs

( X ) I certify that the foregoing assessment of damages is for specified amounts alleged to be due in the complaint and is calculable as a sum certain from the complaint.

( X ) Pursuant to Pa.R.C.P. 237 (Notice of Praecipe for final judgment or decree), I certify that a copy of this praecipe has been mailed to each other party who has appeared in the action or to his/her Attorney of Record.

( X ) Pursuant to Pa.R.C.P. 237.1, I certify that written notice of the intention to file this praecipe was mailed or delivered to the party against whom judgment is to be entered and to his/her Attorney of Record, if any, after the default occurred and at least ten days prior to the date of the filing of this praecipe and a copy of the notice is attached.

DATE: 1/14/08

Signature:

Melissa L. Van Eck

Melissa L. Van Eck, Esquire

Attorney for Plaintiff

7810 Allentown Blvd., Suite B, Hbg., PA 17112

(717) 540-5406

ID#: 85869

NOW, FEB. 19, 2008, JUDGMENT IS ENTERED AS-ABOVE.

Prothonotary/Clerk, Civil Division

By:

Deputy

PENNSYLVANIA STATE EMPLOYEES: IN THE COURT OF COMMON PLEAS  
CREDIT UNION, : CLEARFIELD COUNTY, PENNSYLVANIA

Plaintiff

NO. 07-870-CD

vs.

LORI R. RODKEY and  
PAUL RODKEY,

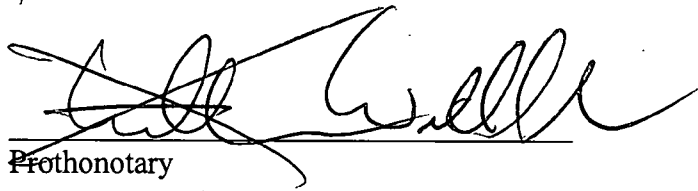
Defendants

CIVIL ACTION -LAW

TO: Lori R. Rodkey and Paul Rodkey, Defendant

You are hereby notified that on Feb. 20, 2008, the following  
(~~Order~~) (~~Degree~~) (Judgment) has been entered against you in the above captioned case for your  
failure to file an answer to the complaint. A Judgment in the total amount of \$14,135.71 plus  
costs is hereby entered.

DATE: 2-20-08  
2-19-08

  
Prothonotary

I hereby certify that the name and address of the proper person(s) to receive this notice is:

Lori R. Rodkey and Paul Rodkey  
409 Mowery Ridge Road  
Frenchville, PA 16836

A: Lori R. Rodkey and Paul Rodkey, Defendant, Defendido/a (Defendidos/as)

Por este medio se le esta notificando que el \_\_\_\_\_ de

\_\_\_\_\_ del \_\_\_\_\_, el/la siguiente (~~Orden~~) (~~Decreto~~)  
(Fallo) ha sido anotado en contra suya en el caso mencionado en el epigrafe.

FECHA: \_\_\_\_\_

\_\_\_\_\_  
Prothonotario

Certifico que la siguiente direccion es la del defendido/a segun indicada en el certificado  
de residencia:

Lori R. Rodkey and Paul Rodkey  
409 Mowery Ridge Road  
Frenchville, PA 16836

PENNSYLVANIA STATE EMPLOYEES: IN THE COURT OF COMMON PLEAS  
CREDIT UNION, : CLEARFIELD COUNTY, PENNSYLVANIA  
Plaintiff :  
vs. : NO. 07-80-CD  
LORI R. RODKEY and :  
PAUL RODKEY, :  
Defendants : CIVIL ACTION -LAW

ENTRY OF APPEARANCE

Please enter the Appearance of Van Eck & Van Eck, P.C., as counsel for Plaintiff in the  
above captioned action.

Respectfully Submitted,

VAN ECK & VAN ECK, P.C.

Date: 1/14/08

By: Melissa L. Van Eck  
Melissa L. Van Eck, Esquire  
Attorney I.D. No. 85869  
P.O. Box 6662  
Harrisburg, PA 17112  
(717) 540-5406  
Attorneys for Plaintiff

PENNSYLVANIA STATE EMPLOYEES:	IN THE COURT OF COMMON PLEAS
CREDIT UNION,	: CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff	:
	:
vs.	: NO. 07-80-CD
	:
LORI R. RODKEY and	:
PAUL RODKEY,	:
Defendants	: CIVIL ACTION -LAW

**AFFIDAVIT OF NON-MILITARY SERVICE**

COMMONWEALTH OF PENNSYLVANIA :  
:  
COUNTY OF DAUPHIN :

I, Henry W. Van Eck, Esquire, being duly sworn according to law, depose and say that I am the Attorney for the Plaintiff in the above-captioned matter, and that to the best of my knowledge, information and belief Defendant, Lori R. Rodkey, above named, is not a corporation and an adult individual under the age of 21 years of age; is not in the military service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940 and its Amendments.

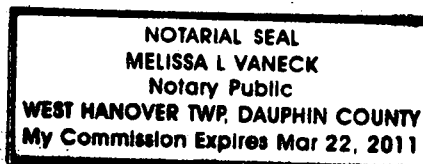
VANECK & VANECK, P.C.

By:

*Henry W. Van Eck*  
Henry W. Van Eck, Esquire  
Attorney I.D. No. 83087  
P.O. Box 6662  
Harrisburg, PA 17112  
717.540.5406  
Attorney for Plaintiff

Sworn and subscribed to  
before me this 14 day  
of January 08

*Melissa L. Van Eck*  
Notary Public





PENNSYLVANIA STATE EMPLOYEES:	IN THE COURT OF COMMON PLEAS
CREDIT UNION,	CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff	:
	:
vs.	NO. 07-80-CD
	:
	:
LORI R. RODKEY and	:
PAUL RODKEY,	:
Defendants	CIVIL ACTION -LAW

**AFFIDAVIT OF NON-MILITARY SERVICE**

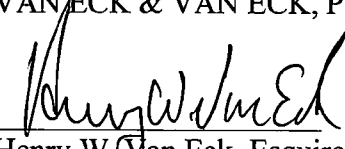
COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF DAUPHIN :

I, Henry W. Van Eck, Esquire, being duly sworn according to law, depose and say that I am the Attorney for the Plaintiff in the above-captioned matter, and that to the best of my knowledge, information and belief Defendant, Paul Rodkey, above named, is not a corporation and is an adult individual under the age of 21 years of age; is not in the military service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940 and its Amendments.

VANECK & VAN ECK, P.C.

By:

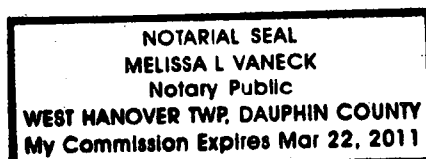
  
 Henry W. Van Eck, Esquire  
 Attorney I.D. No. 83087  
 P.O. Box 6662  
 Harrisburg, PA 17112  
 717.540.5406  
 Attorney for Plaintiff

Sworn and subscribed to

before me this 14 day

of January 08

  
 Notary Public



**FILED**

**FEB 20 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

My Commission Expires Mar 25, 2011  
WEST HANOVER TWP, DAUPHIN COUNTY  
NOTARY PUBLIC  
MELISSA J. VANECK  
NOTARIAL SEAL

**PENNSYLVANIA STATE EMPLOYEES: IN THE COURT OF COMMON PLEAS**  
**CREDIT UNION, : CLEARFIELD COUNTY, PENNSYLVANIA**  
**Plaintiff :**  
**vs. : NO. 07-80-CD**  
**: :**  
**LORI R. RODKEY and : :**  
**PAUL RODKEY, : :**  
**Defendants : CIVIL ACTION -LAW**

TO: Paul Rodkey  
409 Mowery Ridge Road  
Frenchville, PA 16836

DATE OF NOTICE: January 2, 2008

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
(800)692-7375

By: 

Melissa L. Van Eck, Esquire  
Attorney I.D. No. 85869  
P.O. Box 6662  
Harrisburg, PA 17112  
717.540.5406  
Attorney for Plaintiff

PENNSYLVANIA STATE EMPLOYEES: IN THE COURT OF COMMON PLEAS  
CREDIT UNION, : CLEARFIELD COUNTY, PENNSYLVANIA

Plaintiff

NO. 07-80-CD

vs.

LORI R. RODKEY and  
PAUL RODKEY,

Defendants

CIVIL ACTION -LAW

TO: LORI R. RODKEY  
409 Mowery Ridge Road  
Frenchville, PA 16836

DATE OF NOTICE: January 2, 2008

**IMPORTANT NOTICE**

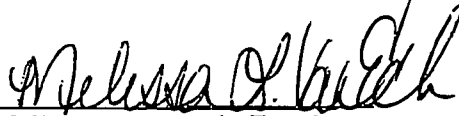
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
(800)692-7375

By:

  
Melissa L. Van Eck, Esquire  
Attorney I.D. No. 85869  
P.O. Box 6662  
Harrisburg, PA 17112  
717.540.5406  
Attorney for Plaintiff

PENNSYLVANIA STATE EMPLOYEES  
CREDIT UNION

Plaintiff

vs.

LORI R RODKEY and  
PAUL RODKEY,

Defendant

: COURT OF COMMON  
: PLEAS, CLEARFIELD  
: COUNTY, PENNSYLVANIA

: CIVIL ACTION  
: NO. 07-80-CD

Praeipice to Satisfy Judgment

Kindly satisfy judgment against Lori R Rodkey and Paul Rodkey. The judgment has been paid in full and legally fulfilled.

*Patricia A. Kelly-Holjes*

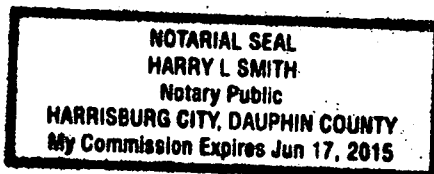
Patricia A. Kelly-Holjes  
Judgment Collector  
Pennsylvania State Employees  
Credit Union  
1 Credit Union Place  
Harrisburg, PA 17110  
(800) 237-7328 Ext: 3117

Sworn to and subscribed

before me this 24<sup>th</sup> day of April, 2012

*[Signature]*

Notary Public



*S*  
**FILED**

*pd \$7.00 Atty*  
*m/10:29am*  
**APR 26 2012**

*acc Atty*  
*Kelly-Holjes*  
William A. Shaw  
Prothonotary/Clerk of Courts