



## Michigan State University Federal Credit Union Member Standing, Limitation of Services, and Expulsion Guidelines

All members are entitled to maintain savings accounts at Michigan State University Federal Credit Union (Credit Union) and are eligible to attend, participate, and vote at the annual and special meetings of the members. No other access to products, services, or facilities is a right of membership. All such access may be reduced, limited, or terminated at the discretion of the Credit Union.

### **MEMBER IN GOOD STANDING.**

A member in good standing is a member who:

- Maintains at least their membership share, as defined within the Credit Union's bylaws;
- Has not had any account with the Credit Union closed due to abuse or negligent behavior that has not already been rectified in a manner that is acceptable to the Credit Union;
- Has not caused a financial loss to the Credit Union;
- Has not engaged in violent, belligerent, disruptive, or abusive activities such as:
  - o Violence, intimidation, threats, harassment, or physical or verbal abuse of duly elected or appointed officials or employees of the Credit Union, members, or agents or occupants of the Credit Union. This includes actions while on Credit Union premises and through use of telephone, mail, email, chat, text, video or other electronic method;
  - o Causes or threatens damage to Credit Union property;
  - o Unauthorized use or access of Credit Union property;
  - o Knowingly disseminating incorrect, misleading, confidential, or proprietary information regarding the Credit Union; or
  - o Any actions that may cause material risk or financial harm to the Credit Union.
- The Credit Union knows or has reason to believe information on the account provided by the member is inaccurate or expired.

### **LIMITATION OF SERVICES.**

The Credit Union may limit services for any member who is not in good standing. For violent, belligerent, disruptive, or abusive activities, the Credit Union will limit services when there is a logical relationship between the activities and the services to be suspended. For example, if a member is verbally or physically abusive to a Credit Union employee or other members, the Credit Union may refuse to permit the member onto the Credit Union premises and/or may further restrict the availability of certain services to limit personal contact with Credit Union employees or members. Whether violent, belligerent, disruptive, or abusive activities have occurred will be determined in the sole discretion of the Credit Union and Credit Union's Management.

- **MEMBER NOTIFICATION.** The Credit Union will notify the member if accounts or services have been discontinued or restricted unless otherwise prevented from contacting the member by law or regulation.

### **EXPULSION.**

The Credit Union may expel any members who are not in good standing, which will result in terminating their memberships and all associated access to Credit Union products, services, and facilities. Member expulsion will occur in accordance with the Federal Credit Union Act and any amendments and implementing regulations, the Credit Union's bylaws, and the requirements of the Credit Union's Member Expulsion and Limitation of Services Policy.

- **METHODS OF EXPULSION.** A member may be expelled from the from the Credit Union in one of the three methods disclosed herein:
  - o Expulsion through special meeting.
  - o Expulsion based on nonparticipation.
  - o Expulsion for cause by 2/3 Board vote.
- **EXPULSION DISCLOSURE NOTICE.**

We may terminate your membership in the Credit Union in one of three ways.

The first way is through a special meeting. Under this option, we may call a special meeting of the members, provide you an opportunity to be heard, and obtain a two-thirds vote of the members present at the special meeting in favor of your expulsion.

The second way to terminate your membership is based on nonparticipation when you fail to maintain a membership share with us.

The third way to terminate your membership is by a two-thirds vote of a quorum of our Board for cause. Cause is defined as follows:

- (A) A substantial or repeated violation of our Membership and Account Agreement;
- (B) A substantial or repeated disruption, including dangerous or abusive behavior, to our operations; or
- (C) Fraud, attempted fraud, or a conviction of other illegal conduct that a member has been convicted of in relation to us including in connection with our employees conducting business on our behalf.

Once the Board votes on an expulsion for cause, we must provide written notice to your mailing address; email address on record, if applicable; or personally provide the written notice directly to you. We must include the specific reasons for the expulsion and allow you an opportunity to rebut those reasons through a hearing if you choose. It is your responsibility to keep your contact information with us up to date, and to open and read notices from us.

Unless we determine to allow otherwise, there is no right to an in-person hearing with the Board. If you fail to request a hearing within 60 calendar days of receipt of the notice, you will be expelled. You may submit any complaints about your pending expulsion or expulsion to NCUA's Consumer Assistance Center if the complaint cannot be resolved with us.

We will confirm any expulsion with a letter with information on the effect of the expulsion and how you can request reinstatement. Expulsion or withdrawal from membership does not relieve you of liability to us, and we may demand immediate repayment of the money you owe to us after expulsion, subject to any applicable contract terms and conditions. For additional information on expulsion; please contact us.

#### **LIABILITY TO THE CREDIT UNION.**

Withdrawal, limitations of services, or expulsion of a member shall not relieve the member from liability to the Credit Union.