

infirstfcu.org 703.914.8700 / 540.986.0652

Membership Expulsion and/or Service Limitation

This policy outlines the various actions, up to and including expulsion from membership, which InFirst Federal Credit Union (Credit Union) may take in response to behavior that is illegal, threatening, abusive, or otherwise disruptive to Credit Union operations and/or any activity that causes a financial loss, is associated with fraud, and/or increased reputational or regulatory compliance risk to the Credit Union. Any suspension or limitation of service is subject to the discretion of appropriate management personnel.

This policy is not enacted to restrict the rights of membership, but rather to address certain unacceptable conduct and protect the Credit Union's members, employees, and property.

We may terminate your membership in InFirst Federal Credit Union, for cause, in one of three ways.

1. A special meeting of the membership is called where you will be given the opportunity to speak, should you so choose. Expulsion requires two-thirds of those present and voting to approve the action.

2. All members receive a "Nonparticipation Policy. This policy defines and states certain requirements a member must follow to keep their membership active. If the requirements are not met, the policy provides for expulsion.

3. Your membership may be terminated by a two-thirds vote of a quorum of the Board of Directors of InFirst Federal Credit Union.

Cause is defined as follows: (A) a substantial or repeated violation of the Membership Agreement and Disclosure with InFirst FCU; (B) a substantial or repeated disruption, including dangerous or abusive behavior, to the credit union's 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 behalf of us.

Before the board votes on an expulsion, the credit union must provide written notice to your mailing address on file, electronically if you have agreed to accept electronic communications, or providing the written notice in person. We must provide 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 inperson 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 the credit union.

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 a member of liability to the credit union, and we may demand immediate repayment of the money you owe to us after expulsion, subject to any applicable contract terms and conditions.

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