



A Division of Broadview

**CAP COM Financial Center**  
4 Winners Circle | Albany, NY 12205  
(518) 458-2195 | (800) 468-5500 | fax (518) 458-2261  
[www.capcomfcu.org](http://www.capcomfcu.org)

## **CAP COM HEALTH SAVINGS DEBIT VISA® ELECTRONIC FUND TRANSFERS (EFT) REGULATION E DISCLOSURE**

**1. DISCLOSURE AND AGREEMENT** – By applying to CAP COM, a division of Broadview Federal Credit Union, for the issuance of a CAP COM Health Savings Debit Visa, you, the cardholder(s) request the credit union to issue a card to be used to access the funds in your HSA Checking account, subject to the terms of the account agreement and the additional terms of this supplemental agreement. The credit union, upon application and acceptance, will issue you a debit card and you, the cardholder(s), agree to the rules and provisions applicable to the card and its use. You will be prompted to choose a Personal Identification Number (PIN) during the activation process. This number will validate the debit card for your use. If, after receiving the card, you choose not to use it, destroy the card and anything that identifies your PIN. TO PREVENT FRAUDULENT USE OF THE CARD BE SURE TO SIGN YOUR CARD AND DO NOT WRITE YOUR PIN ON YOUR DEBIT CARD OR CARRY THE PIN WITH YOU. IT IS BEST TO MEMORIZE THIS NUMBER. The credit union may, at any time and without notice to the cardholder(s), permit additional types of transactions to be performed through the use of the card. In the event any transaction types that could be performed through the use of the card are eliminated or if changes are made to the limitations applicable to any type of transaction, proper notice will be provided as required by law.

### **2. DEFINITIONS –**

- **Business Days** - Every day is a business day except Saturdays, Sundays, and federal holidays.
  - **Cardholder** - Is you or any person authorized by you to use the debit card.
  - **Checking Account** - Use of the term Checking account in this agreement refers to your HSA Checking account.
  - **EFT** - There are many kinds of Electronic Fund Transfers, such as direct deposit to your account of payroll or government benefits (e.g. Social Security), and direct transfers to third parties, which you give the credit union prior instruction and authorization to make. EFTs may also include authorizations that you give directly to merchants or other third parties to receive payment by automatic electronic transfer from your credit union account. These are sometimes referred to as "ACH (Automatic Clearing House) transactions." Debit card transactions are also considered EFTs.
  - **POB** - A Point of Banking location at which a person at a customer service desk processes the transaction for the cardholder.
  - **POS** - A Point of Sale terminal at which the cardholder's Checking account is assessed the amount of a purchase being made at a retail location. The transaction is accepted by the cardholder upon entering his/her PIN or signing the receipt.
- 3. SERVICES** – While not all services will be available at all terminals and may be subject to transaction limitations set forth in your account agreement, you may use your card to pay for purchases at places that have agreed to accept the card and pay bills directly from your Checking account in the amounts and on the days you request.

**4. ELECTRONIC CHECK CONVERSION** – You may authorize a merchant or other payee to make a one-time electronic payment from your Checking account using information from your check to: (a) pay for purchases; and/or (b) pay bills.

**5. WITHDRAWALS** – You may use the card, or the number on the card, for payments, purchases, or to obtain cash advances with merchants, financial institutions, or others who honor the card for the withdrawal of shares from your Checking account that allow withdrawals with a debit card. Any withdrawal or purchase from the Checking account will be treated as though it were a check except that: (a) the credit union may charge withdrawals to the Checking account in any order it determines, and, if funds are not sufficient to cover all withdrawals, the credit union may pay card withdrawals and dishonor regular checks; (b) the credit union cannot honor stop payment requests on card withdrawals; (c) the maximum aggregate daily withdrawal/transaction limitation is \$10,000 or the balance in the Checking account, whichever is less, for all signature-authorized purchases performed at a merchant (including recurring payments), Internet/phone/mobile wallet purchases, and over-the-counter Visa cash advances performed at participating branch locations; (d) the maximum daily withdrawal/transaction limitation is \$10,000 or the balance in the Checking account, whichever is less, for PIN POS transactions. The cash back amount at merchant POS and other devices could be further limited by the merchant; (e) the maximum daily

withdrawal/transaction limitation is \$1,000 or the balance in the Checking account, whichever is less, for PIN-less debit transactions. Cardholders are responsible for ensuring sufficient funds are available prior to authorizing transactions. If an amount is withdrawn in excess of funds available in the Checking account, the cardholder(s) promises to reimburse the credit union immediately for the amount overdrawn plus any collection costs and reasonable attorneys' fees, if applicable.

**6. FOREIGN CURRENCY TRANSACTIONS** – Purchases, withdrawals, and cash advances made in foreign currencies will be debited from your account in U.S. dollars. If a Cross-Border Transaction on a U.S.-issued debit card is submitted to Visa in the currency of the country of the merchant, Visa will convert the transaction to U.S. dollars using its currency conversion procedure. Visa uses either a government-mandated exchange rate, or a wholesale exchange rate selected by Visa. The government-mandated exchange rate or wholesale exchange rate Visa uses for a particular transaction is the rate Visa selects for the applicable currency on the day the transaction is processed, which may differ from that applicable to the date the transaction occurred or when it is posted to your account. A fee of 1% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, withdrawals, cash advances, and credits to your account. A foreign transaction is any transaction that you complete, or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies, or U.S. consulates.

**7. NON-VISA PIN-LESS DEBIT TRANSACTIONS** – CAP COM allows non-Visa debit transaction processing. This means you may use your CAP COM Health Savings Debit Visa on a PIN debit network (a non-Visa network) without using a PIN to authenticate your transactions. The non-Visa debit network through which such transactions are allowed is NYCE®. For Visa network transactions, examples of the types of actions that you may be required to make using your Visa debit card include signing a receipt, providing a debit card number over the phone or via the Internet, or swiping the debit card through a POS terminal. Examples of the types of actions you may be required to make to initiate a non-Visa transaction on a PIN debit network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through the network, and having your identity verified using known information derived from an existing relationship with you instead of through the use of a PIN. Merchants where you use your card are required to provide you with a clear way of choosing whether to make a debit card transaction if they support the PIN-less debit option. The terms and conditions of your CAP COM Health Savings Debit Visa Disclosure relating to Visa debit transactions do not apply to non-Visa debit transactions. This means the additional limits on liability (referred to as Visa's Zero-Liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN debit network.

**8. TRANSACTION POSTING** – Withdrawals made with a debit card will be posted to your account and will stop earning dividends as of the transaction date. For POS signature transactions, funds are held at the time of purchase authorization and until the merchant processes its transactions. POS transactions will be posted on the date the funds are deducted from your account.

**9. LIABILITY FOR FAILURE TO MAKE TRANSFERS** – If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance: (a) if, through no fault of our own, you do not have enough money (collected funds) in your account to make the transfer; (b) if the terminal or system was not working properly and you were aware of that when you started the transfer; (c) if, through no fault of our own, the EFT is received with incorrect information; (d) if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken; (e) there may be other exceptions stated in our agreement with you.

**10. REFUSAL TO HONOR CARD** – Even though a Checking account may have a balance sufficient to cover a requested card withdrawal, the cardholder(s) recognizes that merchants, financial institutions, and others who accept the card, or the number on the card, may not be able to determine the actual balance in the cardholder's account.

Therefore, the credit union is not liable for the refusal or inability of such persons to honor the card or complete a card withdrawal, or for their retention of the card. The Internal Revenue Service (IRS) limits use of HSA accounts to qualified medical expenses and any non-qualified expenditures must be reported to the IRS. This card may not be accepted at all merchants that accept Visa debit cards.

**11. LOST CARD NOTIFICATION** – If your debit card is lost or stolen, call CAP COM immediately at 844-228-8853. Assistance is available 24-hours a day. You may also notify the credit union in writing at CAP COM, 4 Winners Circle, Albany, NY 12205. The prompt reporting of a lost or stolen card may limit the amount of your liability for unauthorized transactions. (See below).

**12. LIABILITY FOR UNAUTHORIZED USE OF YOUR DEBIT CARD OR OTHER UNAUTHORIZED TRANSACTIONS** – Tell us AT ONCE if you believe your debit card or PIN is lost or stolen or if you believe that an EFT was or will be made without your permission using information from your check or debit card. Telephoning is the best way of keeping your possible losses to a minimum. Call us at 844-228-8853 or write us at CAP COM FCU, 4 Winners Circle, Albany, NY 12205. If your debit card is lost or stolen, your liability for unauthorized transactions with the card is zero (\$0) as long as you exercised reasonable care in safeguarding the card from risk of loss or theft and you notify us within two (2) business days after discovering that your card is lost or stolen. If you do NOT tell us within two (2) 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 sixty (60) days after the statement was mailed or otherwise made available to you, you may not get back any money you lost after the sixty (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. If you have authorized someone else to use the card, you are responsible for all transactions that person(s) initiates at any time, even if the amount or transactions exceed what you may have authorized.

**13. RIGHT TO RECEIVE DOCUMENTATION** – You will receive a monthly account statement if you make any transactions using your debit card. If you arrange to have EFT deposits made to your account at least every sixty (60) days from the same person or company, you can call CAP COM's Phone Banking, review your account via CAP COM Online, CAP COM Text Banking, CAP COM mobile apps, or call us at 800-634-2340 to find out whether or not the deposit has been made.

**14. RIGHT TO STOP PAYMENTS OF PRE-AUTHORIZED TRANSFERS** – If you have told us in advance to make regular EFT payments out of your account, you can stop any of these payments. It is your responsibility to provide written notification to the originator of an EFT payment from your account when you wish to change or stop the transaction. The credit union must receive a copy of the above notification to enable us to ensure the transaction does not take place on the account again. Call us at 800-634-2340 or write us at CAP COM, Attention: Operations Support, 4 Winners Circle, Albany, NY 12205, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, you are also required to put your request in writing and get it to us within fourteen (14) days after you call. If you request us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. If these regular payments vary in amount, the person you are going to pay will tell you, ten (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 will differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits you set. There may be a fee for stop payment as disclosed in the Fee Schedule.

**15. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSACTIONS** – Contact us IMMEDIATELY at 800-634-2340 or write us at CAP COM FCU, 4 Winners Circle, Albany, NY 12205 if you think your statement is incorrect or shows transfers and transactions that you did not authorize, or if you need more information about a transfer. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. Tell us your name and account number, the dollar amount of the suspected error, and the date it occurred. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. If you notify us verbally, we may require you to send us your complaint or questions in writing within ten (10)

business days. We may take up to ten (10) business days after we hear from you to conduct our investigation. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question. If we need to use the forty-five (45) days to investigate, we will provisionally credit your account within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or request in writing and we do not receive it within ten (10) business days, the credit union is not required to credit your account. For transactions initiated outside the United States, the time period stated above increases to ninety (90) calendar days instead of forty-five (45) calendar days, unless otherwise required by law, to investigate your complaint or question. If your claim is made within thirty (30) days of account opening, we will provisionally credit your account within twenty (20) business days and may take up to ninety (90) calendar days to conduct our investigation. We will send you a written explanation of our findings within three (3) business days after we complete our investigation. We will correct any errors within one (1) business day after determining that an error occurred. If we determine there was no error, you may ask for copies of the documents that we used in our investigation and upon which we relied to conclude that the error did not occur. We will make these available to you to the extent possible without violating any other person's right to privacy.

**16. FEES** – Debit cards are available at no charge to account holders. There is a fee for each replacement card as disclosed in the Fee Schedule. Deposit accounts are subject to charges shown in the Fee Schedule. The credit union reserves the right to impose additional fees or amend existing fees with proper notice as required by law.

**17. ILLEGAL TRANSACTIONS** – The credit union prohibits the use of your card for any transaction that is illegal under applicable federal, state, or local law. Use of your card for any unlawful transaction may cause us to terminate your card. Use of your card to initiate any type of unlawful electronic gambling transaction through the Internet is prohibited and may be rejected. Display of a payment card logo by an online merchant does not mean that Internet gambling or other transactions are legal in the jurisdiction in which you are located. You agree that you are responsible for repayment of any and all debts incurred for these transactions. You further agree to indemnify and hold the credit union harmless for any suits, liability, damages or adverse action of any kind that result directly or indirectly from such illegal use.

**18. CARD OWNERSHIP AND TERMINATION** – The card will remain the property of the credit union and the cardholder(s) agrees to surrender the card to the credit union at any time upon request. Either the credit union or cardholder may terminate the agreement and revoke the card at any time. The cardholder shall be relieved of liability as to transactions occurring after such termination, but no such termination shall affect any liability of the cardholder to the credit union with respect to transactions initiated through the use of the card before termination. Upon any termination, the card shall be returned to the credit union. The credit union reserves the right to refuse to issue a card or to terminate the member's debit card privileges. The credit union may amend this disclosure and any agreement concerning the card in any respect at any time by giving you notice as required by law.

**19. EFFECT OF AGREEMENT** – Even though the transaction forms that the cardholder(s) signs when using the card, or the number on the card, may contain different terms, the Checking Account Agreement and this CAP COM Health Savings Debit Visa Disclosure are the contracts which apply to all transactions involving the card.

**20. CONFIDENTIALITY** – Here are the circumstances under which we will disclose information to third parties about your account or the transfers you make: (a) where it is necessary for completing transfers; (b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; (c) in order to comply with government agency or court orders; (d) if you give your written permission.

**21. INCORPORATION BY REFERENCE** – The disclosures, fees, and policies set forth in the Funds Availability and Phone Banking Agreement sections of your Account Agreement, together with any Addendum and Fee Schedules adopted and approved by CAP COM from time to time, are incorporated into this agreement by reference. You agree that you have received, understand, and accept any additional terms and conditions set forth therein.

**22. GOVERNING LAW** – This agreement is made in New York State and shall be construed and governed by the laws of the state of New York to the extent that New York law is not inconsistent with controlling federal law.