

## ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers. Call or write us at the telephone number or address listed in this brochure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- 1) Tell us your name and account number (if any).
- 2) 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.
- 3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (5 business days for HSA Debit Mastercard® point-of-sale transactions and 20 business days if the transfer involved a new account after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for HSA Debit Mastercard® point-of-sale transactions and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

### TROPICAL FINANCIAL CREDIT UNION

3050 Corporate Way  
Miramar, Florida 33025

Business days: Monday through Friday  
Excluding Federal Holidays

Phone: Miami-Dade 305-261-8328; all other areas 1-888-261-8328

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

**Refunds of Purchases.** No cash refunds will be made to you on purchases made with your Card. Any refund to you by a merchant of goods or services must be made on a merchant credit voucher and submitted to the Card processor. The amount of your credit will be indicated on your monthly checking account statement.

**Right to Stop Payment on Claims Against Merchants.** You have no right to stop payment on any transaction originated with the use of the Card. Any claims concerning goods or services purchased with your Card must be resolved by our directly with the merchant or seller who accepted your Card, and any claim or defense which you assert will not relieve you of your obligation to pay us the total amount of the sales slip.

**Cancellation of Card.** The Card is issued to you and remains our property. We reserve the right to change the terms, to cancel your Card privileges, or to not reissue the card and to require you to return the Card. We may immediately terminate your Card services if:

- 1) You breach this or any other agreement with us;
- 2) We have reason to believe there has been or may be unauthorized use of your account or card;
- 3) There are conflicting claims to the funds in your account;
- 4) You request that we do so. If you ask us to terminate the use of your Card, you will remain liable for subsequent transactions made by other cardholders on your account and you will remain responsible for all authorized use of the card.

**Attorneys' Fees.** If we have to take legal action to collect any overdraft of your account, you will be liable for our costs and expenses, including reasonable attorneys' fees incurred in connection with such legal action.

**Verification of Transactions.** All payments are subject to our verification and final collection. Transactions may be subject to delay in processing or debiting or crediting of your account depending on the day of the week and time of day a transaction occurs. Refer to our Funds Availability Policy in your account agreement.

*For more information on the features and benefits of the Debit Mastercard®, go to [tropicalfcu.com/mastercard-debit](http://tropicalfcu.com/mastercard-debit)*



# HEALTH SAVINGS ACCOUNT DEBIT Mastercard®

## Account Agreement & Disclosure

## Electronic Fund Transfers Your Rights and Responsibilities



# Health Savings Account Debit Mastercard® Agreement and Disclosure

## ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**Health Savings Accounts (HSA).** We permit you (as described below) to access your HSA with a Health Savings Account Debit Mastercard® (HSA Debit Mastercard® or “the Card”). This service is offered for the convenience of managing your HSA. However, electronically accessing your HSA – for example, getting additional cash back on an HSA debit card transaction – can raise a variety of tax concerns. As a result, before electronically accessing your HSA make sure you are using the correct card. Also, it is your responsibility to ensure the contributions, distributions, and other actions related to your HSA, comply with the law, including federal tax law. We recommend consulting a legal or tax professional if you have any questions about managing your HSA. You understand the HSA is an individual account owned by one account owner. An additional signer that you may authorize will have access to your HSA funds by debit card only. You are primarily responsible for the HSA and will be accountable for any transactions initiated by any authorized signer.

The terms of this disclosure are intended to work in conjunction with the HSA Agreement provided to you. In the event of a conflict, the terms of the HSA Agreement control. You understand that your HSA is intended to be used for payment of qualified medical expenses. It is your responsibility to satisfy any tax liability resulting from use of your HSA for any purpose other than payment or reimbursement of qualified medical expenses. We do not monitor the purpose of any transaction to or from your HSA. Nor are we responsible for ensuring your eligibility for making contributions or ensuring withdrawals are used for payment or reimbursement of qualified medical expenses. Refer to your HSA Agreement for more information relating to the use of your HSA.

**Health Savings Account Debit Mastercard®. ATM Transfers and Types of Point-of-Sale Transactions.** You may access your account(s) by ATM with your PIN (personal identification number) or to purchase goods or pay for services (in-person, online, or by phone), get cash from a merchant if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

## ATM Withdrawals and Point-of-Sale Transactions – Daily Dollar Limitations:

- ATM Withdrawals and PIN-based Point of Sale Transactions: \$500 per day
- Point-of-Sale transactions – signature based without PIN: \$5,000 per day

Some of these services may not be available at all terminals.

## Currency Conversion and International Transactions.

Currency Conversion and Cross-Border Transaction Fees. If you effect a transaction with your Debit Mastercard® in a currency other than US Dollars, Mastercard® will convert the charge into a US Dollar amount.

The Mastercard® currency conversion procedure includes use of either a government mandated exchange rate, or a wholesale exchange rate selected by Mastercard®. The exchange rate Mastercard® uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account.

Mastercard® charges us a Currency Conversion Assessment for performing the currency conversion. In addition, Mastercard® charges us an Issuer Cross-Border Assessment on all cross-border transactions regardless of whether there is a currency conversion. As a result, we charge you a Currency Conversion fee and a Cross-Border Transaction fee.

A cross-border transaction is a transaction processed through the Global Clearing Management System or the Mastercard® Debit Switch in which the country of the merchant is different than the country of the cardholder. See our separate Schedule of Fees for information about the charge.

**Advisory Against Illegal Use.** You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessary mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

**FEES.** Please refer to the Schedule of Fees for Tropical Financial Credit Union.

**ATM Operator/Network Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a transfer)

## DOCUMENTATION

- **Terminal Transfers.** You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals.
- **Periodic Statements.** You will get a monthly statement from us for your checking accounts. You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month, in any case, you will get a statement at least quarterly.

## FINANCIAL INSTITUTION'S LIABILITY

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. We will not be liable, for instance:

- 1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- 2) If the automated teller machine where you are making the transfer does not have enough cash.
- 3) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- 4) If your HSA Debit Mastercard® is damaged or restricted.
- 5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- 6) If your account is frozen or otherwise not available for withdrawal.
- 7) There may be other exceptions stated in our agreement with you.

## CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

- 1) where it is necessary for completing transfers; or
- 2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- 3) in order to comply with government or court orders; or
- 4) as explained in the separate Privacy Disclosure

## UNAUTHORIZED TRANSFERS

**(a) Consumer liability.** Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). We will be liable for all unauthorized transfers unless the unauthorized transfer was due to the loss or theft of your card and/or code. If due to the loss or theft of your card and/or code, and you notify us within 60 days of when the unauthorized transfer appears on the statement you can lose no more than \$50 if someone used your card and/or code without permission.

If you do NOT notify us within 60 days after the unauthorized transfer appears on your statement, and we prove that we could have stopped someone from using your card and/or code without your permission if you had told us within 2 days of when you discover the loss or theft of your card and/or code, you could lose as much as \$500 for unauthorized transfers that appear on the statement.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, 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.

## Additional Limit on Liability for Health Savings Account Debit Mastercard®.

You will not be liable for any unauthorized transactions using your Debit Mastercard® if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. This additional limit on liability does not apply to ATM transactions using your Personal Identification Number (PIN) which are not processed by Mastercard®.

**(b) Contact in event of unauthorized transfer.** If you believe your card and/or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this brochure. If your card has been lost or stolen on nights, weekends or Federal holidays, call 1-800-472-3272.