

**Federal Consumer Protection Act Disclosure
Cardholder Rules & Regulations
LGFCU Health Savings Account Debit Card
Effective December 13, 2016**

This Cardholder Agreement ("**Agreement**") sets forth the terms of your Local Government Federal Credit Union ("**LGFCU**") Health Savings Account Debit Card ("**Card**"). The LGFCU HSA Debit Card is a Visa® Debit Card. Please read this agreement carefully and in its entirety, and keep it for your records.

In this Agreement, the words "**you**" and "**your**" mean the individual who requested a Card or to whom we issued a Card. "**We**," "**us**" and "**our**" mean Local Government Federal Credit Union, the issuer of the Card. "**Our Mailing Address**" is Cardholder Services, P.O. Box 28540, Raleigh, NC 27611-8540. For purposes of these disclosures, our business days are Monday through Friday, 8:30 am to 5:30 pm. Holidays are not included. Contact your local branch or if you need assistance outside of the Credit Union's normal business hours, please call us at 1-888-732-8562. Calls to the Credit Union may be recorded.

Your Agreement-In order for the Card to be valid, it must be signed by the cardholder. The cardholder must be an LGFCU member. By signing, activating, using, or allowing another person to use the Card, you agree to this Agreement and are responsible for all authorized transactions made by the use of this Card. A "**transaction**" means any use of the LGFCU Health Savings Account ("**HSA**") Debit Card to make a purchase or obtain cash. If you do not agree to this Agreement, do not sign or use the Card and immediately contact your local branch or call us at 1-888-732-8562 to block the Card. Calls to the Credit Union may be recorded.

Activating Your Card-You must activate the Card, either by calling 1-888-292-9241 or by completing a PIN-based transaction at any CashPoints Automated Teller Machine ("**ATM**"). The Card is not valid until it has been activated.

Federal Regulation-Use your Card only to pay for qualified medical expenses. Check with your tax advisor, or visit the Department of the Treasury website at <http://www.treasury.gov/resource-center/faqs/Taxes/Pages/Health-Savings-Accounts.aspx> for the regulations on qualified medical expenses.

Use of Card-You must have a valid LGFCU Health Savings Account ("**Account**") to be considered for an LGFCU HSA Debit Card. Purchases and cash advance transactions from merchant locations will only be debited from your designated Account. Transactions will be authorized at the time of purchase based on the available balance in your Account. If you use your Card to purchase goods and services, including Internet purchases (POS transactions), you authorize us to debit your Account and you agree that your authorization may result in an immediate withdrawal from the Account, even though the transaction may not actually be posted to that Account until a later date. The Credit Union will assign a Personal Identification Number ("**PIN**") for your Card, which will enable you to identify yourself when using the Card. Once the Card and PIN have been received, you may change the PIN at any CashPoints ATM. As a cardholder, you agree not to reveal your PIN to unauthorized users of the Card. Your Card and PIN remain the property of the Credit Union and may be revoked without notice and must be surrendered upon request.

You may use your LGFCU HSA Debit Card for the following transactions:

- To make deposits, withdrawals, and inquiries at CashPoints ATMs.
- To perform inquiries via a touch-tone phone with a Voice Response password. Your Voice Response password is the 3-digit number that you selected when you set up your accounts. If you do not have a 3-digit Voice Response number, you may set one up through your local branch or call us at 1-888-732-8562. Calls to the Credit Union may be recorded.
- To perform inquiries and other member services via the Internet with a MemberConnect password.
- To make PIN-based purchases everywhere Interlink or Maestro Network cards are accepted, and to make purchases anywhere Visa Debit Cards are accepted.
- To pay bills directly by telephone from your Account in the amounts and on the days you request.
- To make purchases and to obtain cash back when you make a purchase at any merchant that accepts Visa Debit Cards or Interlink or Maestro Network PIN-based cards (though some merchants may not provide cash back).
- To obtain cash from your Account at participating ATMs that accept Visa or Plus® Network cards.
- To obtain up to \$505.00 (or the amount in your Account, if less) in cash each day.
- To purchase up to \$2,500.00 (or the amount in your Account, if less) in goods or services (including any cash back) in point-of-sale transactions each day.

Please note that some of these services may not be available at all terminals.

Transactions made through the use of your Card may be limited in amount or refused by pre-coded restrictions in order to maintain the security of the system.

Your Responsibilities-Transactions made through the use of your Card are subject to all of the terms, conditions, and agreements applicable to the accessible HSA. You authorize LGFCU to debit or credit the Account for the amount and type of transaction made, any fees, and any

other amount you owe us in connection with your Card, directly from the balance of your Account.

You are responsible for the following:

- You must maintain a balance in your Account to pay for each transaction and all applicable fees associated with the use of your Card. If you attempt a transaction for more than the available Account balance, the transaction may be declined.
- You must pay us immediately on demand if, for any reason, your Account does not have a sufficient balance to cover the amount of a transaction and amounts owed to us.
- You will not authorize anyone else to use your Card and you will not transfer your Card to anyone.
- You will not use your Card in an illegal transaction or in connection with an Internet gambling transaction.
- You will take reasonable steps to protect the security and confidentiality of the PIN for your Card.
- You must notify us AT ONCE if you believe your Card or PIN has been lost or stolen or that someone has used or may use your Card or PIN without your permission by contacting your local branch immediately or by calling us at 1-888-732-8562 or 919-857-2150 locally in Raleigh. Calls to the Credit Union may be recorded. You may write us at Our Mailing Address: Cardholder Services, P.O. Box 28540, Raleigh, NC 27611-8540. See "Your Liability for Unauthorized Use of Your Card or PIN."
- You should also call the number, or write to the address listed above, if you believe a transfer has been made using the information from your Account without your permission.
- You agree to cooperate with us in our investigation of any possible unauthorized use of your Card.

Preauthorized Payments-If you have established recurring transactions using your Card (ones that are automatically charged to your card each month by a merchant), you should monitor your Account to make sure there are sufficient funds to cover the transactions. If you would like to cancel a recurring transaction, you must notify the merchant that you are revoking their authority to originate debits to your Card. You may also request that we place a Stop Payment on all future recurring transactions from a particular merchant. An \$8.00 fee for a Stop Payment will be charged directly to your Account.

Liability for Failure to Stop Payment of Preauthorized Transfer-If you order us to stop a preauthorized payment 3 business days or more before the transaction is scheduled, and we do not do so, we will be liable for your losses or damages. A preauthorized payment is a future recurring payment with the first in the series of payments having cleared the account at least once prior to the stop payment request.

Fees-A \$0.75 fee will be charged to your Account for each completed transaction made at an ATM other than CashPoints. A \$0.35 fee will be charged to your Account for each denied transaction attempted at an ATM other than CashPoints. In addition to the fees above, when you use an ATM other than CashPoints, the ATM owner or any network used may charge you a fee. You may be charged a fee for a balance inquiry even if you do not complete a monetary transaction. All additional fees are listed in the table below. These fees are subject to change at any time. There is no fee for any transaction performed at a CashPoints Network ATM using your LGFCU HSA Debit Card.

Standard Fees	
Stop Payment Order Fee	\$8.00
Lost/Stolen Replacement Card	\$8.00
Rush Delivery of Card	\$15.00
Foreign Transactions	1% for multi-currency transactions and 0.8% for single currency transactions

Refunds and Merchant Disputes-If you are entitled to a refund for any reason, you agree to accept a credit to your Card instead of a cash refund, if the merchant does not provide cash refunds. You will settle all disputes about purchases you make using your Card with the merchant who honored the Card. We are not responsible for the delivery, quality, safety, legality, or other aspect of goods or services that you purchase from others with the Card.

Authorizations and Authorization Holds-When you use your Card to pay for goods or services, certain merchants may ask us to authorize the transaction in advance and may estimate its final value. When we authorize the transaction, we commit to make the requested funds available when the transaction finally settles and may place a temporary hold on your Account funds for the amount indicated by the merchant. Some merchants may also add an amount to ensure that sufficient funds will be available to cover the final transaction. If the amount of the authorization request exceeds the available funds in your Account, the transaction may be declined. Until the transaction finally settles or 3 business days have passed, whichever occurs first, the funds subject to the hold will not be available to you for other purposes. As a result, other transactions may be declined, dishonored, or not paid which can result in NSF fees and/or other charges against your Account. We will only charge your Account for the correct amount of the final transaction. However, if the settlement transaction amount does not match the hold amount, it is possible that both of these amounts will affect your available balance until the end of the 3-day hold period. In addition, if you commence a purchase and the merchant obtains an authorization and then you cancel the purchase without completing it, the authorization may result in a temporary hold for that amount of funds for 3 business days. A merchant may

reverse the pre-authorization at your request and/or extend or modify the amount of the pre-authorization in certain circumstances. If an extension or modification is submitted by a merchant, the hold on your Account will be extended or modified. We are not responsible if we do not authorize or pay other transactions while such a hold is placed on your Account.

Confidentiality-We will disclose information to third parties about your Account or the transactions you make: where it is necessary for completing transactions; in order to verify the existence and condition of your accounts for a third party, such as a credit bureau or merchant; in order to comply with government agency or court orders; if you give us your written permission.

Emergency Cash and Emergency Card Replacement Services-Emergency Cash and Emergency Card Replacement Services may be requested from Visa Global Customer Assistance when traveling by calling 1-800-VISA911 in the U.S., or 1-303-967-1096 outside the U.S. The Credit Union may provide Member personal data to Visa, its Members, or their respective contractors for the purpose of providing Emergency Cash and Emergency Card Replacement Services. You consent to the release of this information when you request these services.

Obtaining Card Information-You may obtain information about the balance of your Account by calling our automated Voice Response number at 1-800-328-4543, or locally in Raleigh at 919-839-5428. This information, along with a history of card transactions, is also available online through MemberConnect at www.lgfcu.org.

Documentation-You will be provided a monthly statement for each month in which there were transactions made on your Account. We reserve the right to stop periodic statements if your Account is inactive. You can get a receipt at the time you make a transaction with your Card using an ATM or point-of-sale terminal. A receipt may not be required for a point-of-sale transaction if the amount of the transaction is \$50 or less.

Our Liability-If we do not complete a transaction 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 to the extent required by federal law. However, we will not be liable, for instance: if, through no fault of ours, you do not have enough money in your Account to make the withdrawal or transaction; if the ATM, bank or merchant where you are trying to obtain cash does not have enough cash; if the ATM, system, or POS terminal was not working properly and you knew about the break down when you started the transaction; if circumstances beyond our control (such as fire or flood) prevent or delay the transaction from being completed, despite reasonable precautions that we have taken; if you attempt to use a Card that has not been properly activated; if the Card has been reported as lost or stolen, has been suspended by us, or we have reason to believe a transaction was not authorized by you; or if the merchant does not properly transmit transaction information to us. There may be other exceptions provided by applicable law.

Foreign Transactions-If your Card is used in a transaction that is submitted to the Visa or Plus Networks in a currency other than U.S. dollars, Visa will convert the transaction amount into U.S. dollars using its currency conversion procedure. Under the currency conversion procedure that Visa currently uses, the non-U.S. dollar transaction amount is converted into a U.S. dollar amount by multiplying the transaction amount in the non-U.S. dollar currency by a currency conversion rate. The currency conversion rate that Visa typically uses is either a government-mandated rate or a wholesale rate provided to Visa. The currency conversion rate that Visa uses for a particular transaction is the rate in effect for the applicable currency at the time the transaction is processed. This rate may differ from the rate in effect when the transaction occurred or when it was posted to your Account, and may be higher than the rate you could have gotten if you had converted U.S. dollars into cash. If a transaction initially in a foreign currency is converted to U.S. dollars before it is entered into the Visa or Plus networks, the conversion rates and fees of the company that did the conversion will apply. Visa applies a 0.8% International Transaction fee to single currency transactions where the currency has already been pre-converted into U.S. dollars and a 1% fee for multi-currency transactions where both the country codes and currency codes are different. LGFCU does not apply any additional conversion fee other than what Visa imposes.

Termination or Expiration-LGFCU may, at any time, suspend your Card and your ability to use your Card, for any reason allowed by law, such as if we suspect possible fraud or suspicious activity, or for security reasons. We may, at any time and for any reason, terminate the Card and your use of the Card and may request the Card to be surrendered. Your Card will expire on the expiration date on the Card. Upon termination or expiration, we may stop accepting transactions from the Card and we may decline to authorize a transaction with the Card. You remain responsible for any charges on your account even after the Card is terminated or expires. To the extent permitted by law, you agree to pay attorneys' fees and collection costs we incur in collecting amounts you owe us and enforcing our rights under this Agreement.

Changes Waiver-We reserve the right to change, delete, or add to this Agreement and to apply any such modification to a Card that has been issued to you. The Credit Union will notify you in writing at least 21 days prior to the effective date of the change for any significant change in terms, including increased fees, increased liability, fewer transaction types, and stricter limits on the frequency or dollar amount of transfers. If we decide not to enforce our rights or charge a fee in one situation, we are not giving up our right to enforce it or to charge the fee in a later situation. In the event LGFCU determines that an immediate change is necessary to maintain or restore security of either the automated teller machine system or any account, then we may make the necessary change without advising the member in advance.

Choice of Law-This Agreement and all aspects of your relationship with us with regard to your LGFCU HSA Debit Card are governed by and

defined in accordance with federal law and, to the extent that state law applies, the laws of the State of North Carolina.

Additional Terms-(a) We or our agents may monitor your telephone calls with us. (b) You will notify us promptly if you change your address or telephone number. (c) You may not transfer any of your rights or obligations. (d) If any provision of this Agreement is determined to be void or unenforceable, all other provisions of this Agreement shall remain valid and enforceable. (e) This Agreement constitutes the entire agreement between you and us relating to your Card and supersedes any other prior or current agreement between you and us. (f) Use of your Card is subject to all rules and customs of Visa, Plus, Interlink, Maestro and any other clearinghouse or network involved in the transaction.

Verified by Visa-The Verified by Visa service will authenticate all Internet purchases; therefore, cardholders must enroll in Verified by Visa before online transactions will be authorized. Visit www.lgfcu.org to enroll. Select Checking, MemberCards, Debit Cards, and then click on the Verified by Visa Debit link.

Contact in the Event of Unauthorized Transfer-If you believe your Card or PIN has been lost or stolen, notify your local branch immediately or call us at 1-888-732-8562 or 919-857-2150 locally in Raleigh. Calls to the Credit Union may be recorded. You may also write us at Our Mailing Address: Cardholder Services, P.O. Box 28540, Raleigh, NC 27611-8540. You should also call the number or write to Our Mailing Address if you believe a transfer has been made using the information from your Account without your permission.

***** Your Liability for Unauthorized Use of Your Card or PIN *****

Notify us AT ONCE if you believe your Card or PIN has been lost or stolen, or if you believe that an electronic funds transfer has been made without your permission. Telephoning is the best way to limit your potential losses. If you notify us within 2 business days after you learn of the loss or theft of your Card or PIN, you may lose no more than \$50 if someone used your Card and PIN without your permission.

If you do NOT notify us within 2 business days after you learn of the loss or theft of your Card or PIN, and we can prove we could have prevented someone from using your Card or PIN without your permission if you had notified us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, including those made by Card or other means, notify us at once. If you do not notify us within 60 days after the statement was provided 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 notified us in time. You could lose all the money in your Account. If a good reason (such as a long trip or a hospital stay) kept you from notifying us, we may extend the time periods.

***** Notice of Error Resolution Rights for Your Card — Keep This Notice For Future Use *****

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR CARD:

Telephone us at 1-888-732-8562 or write to us at Our Mailing Address: Cardholder Services, P.O. Box 28540, Raleigh, NC 27611-8540, as soon as possible, if you believe an error has occurred on your Card, if you believe your statement or receipt is wrong, or if you need more information about a transaction listed on the statement or receipt. Calls to the Credit Union may be recorded. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Provide your name and Account number.
2. Describe the error or the transaction in question, and explain as clearly as you can why you believe there is an error or why you need more information.
3. Provide the dollar amount of the suspected error.

If you notify us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will provide provisional credit to your Account within 10 business days for the amount you believe 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 question in writing and we do not receive it within 10 business days, we may not credit your Account. Generally, we will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question.

For errors involving new Accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Accounts, we may take up to 20 business days to credit your Account for the amount you believe is in error.

We will notify you of 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 and reverse the provisional credit to your Account. You may request copies of the documents that we used in our investigation.

**OCS # 15654
LGFCU HSA**