



# RELOADABLE PREPAID CARDS TERMS AND CONDITIONS

EFFECTIVE MAY 2012

**The following are your Financial Partners Credit Union MASTERCARD Reloadable Prepaid Card Terms and Conditions.**

Except as the context otherwise requires (a) "Account(s)" means your MASTERCARD® Reloadable Prepaid Card established with Financial Partners Credit Union and is governed by this Agreement; (b) "We", "us", or "our" means Financial Partners Credit Union (FPCU) of 7800 E. Imperial Highway, Downey, California 90242; (c) "You", "Your", or "Cardholder" means the person who has received the FPCU MASTERCARD Reloadable Prepaid Card; (d) "Card(s)" means the FPCU issued MASTERCARD Reloadable Prepaid Card; (e) "Agreement" means this document. Please read the following carefully and keep them for your records. By accepting and using your Card, you are agreeing to these Terms and Conditions.

**Agreement; Amendments**

FPCU may change or add new terms to this Agreement at any time, including without limitation, new fees, fee increases or enforcement of rights and obligations under this Agreement. These changes will be posted on FPCU's Website [www.fpcu.org](http://www.fpcu.org), or otherwise as permitted by law. You must be a FPCU member to purchase or load funds to a MASTERCARD Reloadable Prepaid Card from FPCU.

**Using Your Card**

The MASTERCARD Reloadable Prepaid Card will be personalized with the cardholder's name. The Personalized Card should be received in the mail within 7-10 days from the date of completed purchase. It can be activated upon receipt by calling Cardholder Services at 800.466.0040. Personalized Cards have unlimited reload capabilities.

You will need a PIN to access cash from ATMs and to use at point of sale merchants. A Personal Identification Number (PIN) may be selected by you at account set-up or a randomly selected PIN will be mailed to you under separate cover approximately 3 days from receipt of your Personalized Card. If you select your PIN, be sure to choose a PIN that, while easy for you to remember, will be difficult for someone else to guess. You may use your Card after activation.

Please sign the back of the card before you use it. You are responsible for keeping the Card information (Card number, expiration date, and Card Verification Value) confidentially contained within your records. Upon activation of the Card,

for your protection and for regulatory purposes, we may request, and you agree to provide, some additional identification verification information such as your home phone number, date of birth, social security number, and/or zip code. We may use this data for a range of purposes, including but not limited to facilitating refunds if your Card is lost or stolen, enhancing usage at merchants that may require zip code authorization, and aiding in collection efforts in the event of a negative Card balance. If you do not wish to provide the data, or if the data you provide us cannot be appropriately verified, we reserve the right to refuse or cancel your Card, and reimburse you for the Initial Load Amount. The Card is non-transferable. Do not give your Card to anyone else to use. Primary cardholders/FPCU members can request up to four Secondary Cards for family members or companions at the time of account set-up. Secondary Cards are personalized with each cardholder's name when ordered. When giving a Secondary Card to a young person with no card experience, be sure to go over all of the materials that accompany the Card. Secondary Cards will utilize the same prepaid balance as the primary Card for all transactions and fees. These Cards will have to be separately activated, and a separate PIN will need to be requested for each Card. Secondary Cards will function under the same terms and conditions as the primary Card. You are responsible for all authorized transactions made with the Secondary Card(s). Card balance and transaction information can be accessed via eBanking, FPCU Mobile, or may be requested by calling Member Services at **800.950.7328**.

Your MASTERCARD Reloadable Prepaid Card is issued by FPCU, pursuant to a license from MASTERCARD U.S.A., Inc., and may be used for purchases at most merchants where MASTERCARD is accepted. Your Card allows you to access your prepaid funds at ATMs that display the MASTERCARD brand, and merchants who accept MASTERCARD cards worldwide. The Card can be processed as a Credit or Debit transaction. When paying as a Credit transaction, you will always sign a sales receipt. When paying as a Debit transaction, you will need to enter your PIN. Your Card is not a credit card. Your Card is funded by a deposit account insured by the NCUA. The Card may not be used for recurring payments, non-financial money exchange establishments, illegal transactions, and/or gambling establishments.

The purchase amount is limited to the lesser of \$1,000 a day or the available balance on your card at the time of the purchase. Purchases and transactions (including any transaction fees) will be deducted from your Card balance until the value reaches zero. If a transaction initiated by you exceeds the remaining balance on the Card, you must inform the merchant before completing the transaction. Any transaction attempted for more than the amount available on

the Card may be declined. Therefore, you must know the amount available on your Card, and inform the merchant to process the transaction in that amount. You must pay the difference with another form of payment. If you are given value through the use of the Card greater than the balance remaining, you will pay us on demand the amount by which your transactions exceeded the balance remaining on the Card. You can check the balance and review transaction history by logging into eBanking at [www.fpcu.org](http://www.fpcu.org), with your mobile device, at an ATM or by calling **800.950.7328**. If an overdraft occurs, the Cardholder will be required to either reload funds onto the Card, or make a payment to FPCU Support Services to cover the negative amount.

In the event that you need to return an item you purchased with your FPCU MASTERCARD Reloadable Prepaid Card, the merchant will handle the item in accordance with MASTERCARD guidelines. The merchant may credit your Card (put the funds back on the Card) thereby increasing your available funds. The funds may take up to 7 business days to be credited to your Prepaid Card.

Merchants such as restaurants, hotels, mail order companies, and automobile rental businesses may attempt to submit authorizations against the Card for an amount greater than the actual purchase amount even though you will only be debited for the actual amount spent. If a merchant attempts an authorization greater than the balance remaining on your Card, it may be declined. It may take up to 48 hours before any unused amount of this preauthorization is available for you to use due to the way in which transactions are processed. Most automated fuel dispensers will require that you go inside the gas station to preauthorize for the actual amount of the transaction. If you do not have the funds available on your Card, the transaction may be declined.

Some point-of-sale and MASTERCARD merchants may allow you to use your Card for cash-back on purchases, and cash may be advanced at a MASTERCARD affiliated financial institution (both subject to limits).

### **Card Limits**

The minimum load value is \$20 and the maximum load value is \$3,000. The daily spending limit for point-of-sale transactions at merchants is \$1,000. You may not exceed more than ten (10) purchase transactions per day, up to the lesser of \$1,000 in total or the available balance remaining on your Card.

You are allowed up to two (2) ATM withdrawals and/or advances per day, the total amount not to exceed \$300 per day.

## Fees and Charges

There are no fees associated with the use of the Card when purchasing goods and services. The monthly fee of \$4 is waived with direct deposit or 20 or more purchases per month. There is no charge for a cash advance at a FPCU branch; however advances at other institutions are subject to fees.

The following account fees will apply as defined below:

1. **Monthly Fee** – A monthly fee of \$4 will be charged each month there is a balance remaining on the Card. However, this fee is waived with Direct Deposit to the Card or 20 or more purchases performed with the Card (or Cards) per month.
2. **Reload Fee** – There will be a fee of \$3 each time the Card is reloaded. The reload fee is waived if the load is made by Direct Deposit, through eBanking at [www.fpcu.org](http://www.fpcu.org) or via FPCU Mobile.
3. **Card Replacement Fee** – A lost, stolen, or damaged Card replacement fee of \$5 will be imposed for the replacement of the Card, and will be deducted from the remaining balance. The Card will not be replaced if the balance is under \$10 without first reloading.
4. **ATM Transaction Fee** – There will be a \$3 transaction fee for each ATM transaction performed at an ATM outside the CO-OP ATM Network. ATMs outside the CO-OP ATM Network may be subject to an additional surcharge, which is controlled by the owner of the machine and cannot be waived by FPCU. If there is a surcharge, it will be deducted from your prepaid Card balance. ATM Transactions performed outside the US will be assessed a \$5 fee.
5. **Rush Fee** – A fee of \$30 will apply to any Card that you request to have a rushed delivery.
6. **Card Customization Fee** – A customization fee of \$9.99 will apply each time you customize your Card with a photo of your choosing.

## Foreign Exchange Rate and International Service Assessment (ISA) Fee

If any Card transaction is made in a currency other than US Dollars, or if a transaction occurs in a currency other than US Dollars, the amount will be converted into the appropriate currency at an exchange rate on the day the transaction is processed. The exchange rate used to determine the transaction amount in US dollars is either a rate selected by MASTERCARD from the range of

rates available in wholesale currency markets for the applicable central processing date (which may vary from the rate MASTERCARD itself receives), or the government mandated rate in effect for the applicable central processing date. In addition, a one percent (1%) International Service Assessment (ISA) fee will be charged.

### **Liability for Unauthorized Use - Lost or Stolen Cards**

If you believe the Card has been lost or stolen, or that someone has accessed or may access money from the Card without your permission, contact FPCU immediately at **800.950.7328**, write to Financial Partners Credit Union Card Services, 7800 E. Imperial Highway, Downey, CA 90242, or visit a local FPCU branch. You will not be liable for lost value on the Card if you satisfy the following conditions:

- You immediately call, write, or otherwise contact us to report the Card lost or stolen.
- You have signed the Card on its reverse side in permanent ink.
- You inform us of the Card number and the approximate date of your last authorized use.
- You report all facts of the loss or theft to us and you cooperate in our investigation.
- You have not been grossly negligent in the handling of your Card and/or Card information.

If you permit someone else to use your Card, we will treat this as if you have authorized this person to use your Card and you will be responsible for any transactions initiated by said person.

### **Our Liability for Failure to Make Transactions**

We may restrict access to the Card, temporarily or permanently, if we notice suspicious activity in connection with the Card. We have no liability for restricting access to the Card because of suspected suspicious activity. Access will be reinstated if we determine that there has been no unauthorized use of the Card.

If we do not complete a transfer from the Card on time or in the correct amount according to our Agreement with you (other than for restrictions because of suspicious activity) we will be liable for the correct amount of the transfer. However, there are some exceptions. We will not be liable, for instance:

- If through no fault of ours, a merchant refuses to honor the Card;

- If through no fault of ours, you do not have enough money available on the Card to make a purchase;
- If the terminal or system was not working properly;
- If the Card is expired, damaged, or revoked;
- If the Card has been reported lost or stolen;
- If FPCU has reason to believe there is something wrong, for example, that the Card has been stolen;
- If the transaction information supplied to FPCU by you or a third party is incorrect or untimely;
- If circumstances beyond our control (such as flood or fire) prevent a transaction, despite reasonable precautions that we have taken;
- The merchant authorizes an amount greater than the purchase amount.

There may be other applicable exceptions as otherwise provided by state or federal laws.

### **PIN Protection**

You agree to take all necessary steps to protect your PIN and never disclose your PIN to anyone. For security purposes, never write your PIN on the Card and never carry a record of your PIN on your person. If you permit someone else to use your Card and you give that person your PIN, we will treat this as if you have authorized this person to use your Card at their discretion for that transaction and any future transactions. You will be responsible for any transactions initiated by such person. The PIN Protection policy will apply to any of the primary or additional Cards issued by FPCU.

Your MASTERCARD Reloadable Prepaid Card will only allow three (3) incorrect PIN tries in one day before the security system will lock you out, preventing access to any funds. The Card will remain locked for a 24 hour period. You may change your PIN after activation by visiting an FPCU branch.

### **Transaction Activity**

An account statement, which includes your balance and details the use of your Card, is available to the primary cardholder online via eBanking at [www.fpcu.org](http://www.fpcu.org). Your account statement is available to you 24 hours a day, 7 days a week. Your FPCU account number and some of the information requested when you ordered the Card are required for authentication.

## **Error Resolution Procedures**

In case of errors or questions about transactions arising from the use of your Card, or if any records you review show transactions that you did not make, call Member Services at 800.950.7328, write to Financial Partners Credit Union Card Services, 7800 E. Imperial Highway, Downey, CA 90242, or visit a local FPCU branch immediately. We must hear from you no later than 60 days after the transaction appeared on your account statement. We may, at our discretion, extend the period for a reasonable time. In order to help you with your questions, we will need the following information:

- Your name, address, phone number, and Card/Account number.
- A description of the error or transaction you are unsure about and why you believe there is an error or why you need more information.
- The dollar amount and date of the suspected error.

Once the type of error is identified, we will mail you the appropriate paperwork to complete. Upon receipt of the completed paperwork, we will send you a confirmation letter. We will determine whether an error occurred within 10 business days. FPCU's business days are Monday through Friday, and exclude holidays. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days and send you a letter. Credit will be given only after it has been determined that it is warranted.

We will notify you of the results within 3 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 we used in our investigation by calling Member Services at **800.950.7328**.

## **Disclosure of Information to Third Parties**

We may disclose information to third parties about your Card or the transactions that you make:

- Where it is necessary for completing the transaction;
- To verify the existence and condition of your Card for a third party;
- To comply with government agency or court orders;
- If you give us your consent;
- As otherwise required by law

A full copy of our Privacy Policy is available at [www.fpcu.org](http://www.fpcu.org). The Privacy Policy can also be requested by calling FPCU's Member Services at **800.950.7328**, or by



making a request in writing to Financial Partners Credit Union Card Services, 7800 E. Imperial Highway, Downey, CA 9024, or by visiting a local FPCU branch.

### **Closure, Expiration, or Revocation of Card**

Your Card may be unloaded at an ATM using a PIN, and may be closed by contacting Member Services at **800.950.7328**, visiting your local FPCU branch, or by mailing a request in writing to Financial Partners Credit Union Card Services, 7800 E. Imperial Highway, Downey, CA 90242.

Your Card is valid through the last day of the month of the expiration date displayed on your Card. A renewal Card will automatically be mailed to the last known address thirty (30) days prior to the expiration date printed on the front of your Card. The Card will be valid for 24 months. You must call Cardholder Services at **800.466.0040** activate your renewal Card when it is received.

The Card is the property of FPCU and we may revoke the Card at any time without cause or notice. You agree to surrender a revoked Card promptly upon demand. Upon revocation, any stored value remaining on the Card will be refunded to you less any applicable fees.

### **Unclaimed Funds**

The balance on an expired Card may become unclaimed funds escheatable to the State of California if, as shown by our records, you have not, within the statutory period, caused any activity with regard to the Card, corresponded with us concerning the Card, or otherwise indicated an interest in the Card.

### **Zero Liability**

MASTERCARD's Zero Liability Policy means 100 percent protection for you. MASTERCARD's enhanced policy guarantees maximum protection against fraud. You now have complete liability protection for all of your Card transactions that take place on the MASTERCARD system. Should someone steal your Card number while you are shopping, online or off, you pay nothing for this fraudulent activity. If you notice fraudulent activity on your Card, promptly contact FPCU to report it. You can find out more about MASTERCARD's Zero Liability Policy on their Website at

[http://usa.MasterCard.com/personal/security/MasterCard\\_security\\_program/zero\\_liability.html](http://usa.MasterCard.com/personal/security/MasterCard_security_program/zero_liability.html).

## **Governing Law**

Financial Partners Credit Union is located in California and your Card is issued from California irrespective of your residency or the jurisdictions in which you use the Card. This Agreement is entered into with you in the State of California and shall be governed, construed, and enforced in all respects and all causes of action relating to terms or conditions of Card usage, or terms and conditions of this Agreement according to the laws of California, without regard to its internal conflicts of law principles



7800 East Imperial Highway

Downey, CA 90242

Phone 800.950.7328

Email [support@fpcu.org](mailto:support@fpcu.org)

[www.fpcu.org](http://www.fpcu.org)

© 2012 Financial Partners Credit Union.