

# Navy Federal Credit Union® Debit Card Disclosure

As used in this Agreement, the words “you” and “your” mean each and every person signing, using, or having a Debit Card (DC) with Navy Federal Credit Union, referred to as “we,” “us,” or “Navy Federal.” Navy Federal business days are Monday through Friday, excluding federal holidays. Navy Federal may change and amend this Agreement at any time. This Agreement, including any claim or dispute arising under it, shall be governed by federal law and the laws of the Commonwealth of Virginia.

To report your DC lost or stolen, or for service inquiries, please call 1-888-842-6328, from overseas at 1-800-0-842-6328, or collect at 1-703-255-8837. Calls may be monitored and/or recorded to provide improved member service. All other correspondence relating to this Agreement should be addressed to Navy Federal, P.O. Box 23603, Merrifield, VA 22119-3603. Information concerning Navy Federal DCs may also be obtained at [navyfederal.org](http://navyfederal.org).

**1. Accepting This Agreement/Signing the Card:** Use of your DC means you agree to all terms in this Agreement. Please read this Agreement carefully and keep a copy for your records. Upon receipt of your Navy Federal DC, immediately sign the signature panel on the back of the card. Your DC must be activated prior to use. Should you choose to not use your DC, you may cancel it at any time for any reason, by contacting us using the information above. Then immediately and securely destroy the card by cutting it in half or shredding it.

**2. Membership:** You must be a Navy Federal Member or joint owner, have an open checking account, and be at least 14 years old or an emancipated minor to obtain a DC. You understand that any joint owner has access to funds in your savings and checking accounts, as well as access to any Checking Protection options you enroll in (Optional Overdraft Protection Service (OOPS) or Checking Line of Credit (CLOC)). You understand that you remain responsible for repayment of any credit extensions, overdraft amounts, and/or fees incurred by either you or any joint owner(s).

**3. How Transactions Are Authorized and Posted to Your Account:** It is important to understand that your checking account has two kinds of balances: the Available Balance and the Current Balance.

**a. Available Balance.** The Available Balance indicates the amount of funds available for withdrawal or use at that moment. The Available Balance includes pending transactions that have been authorized but may not yet have been processed (posted), such as DC Point of Sale (POS) transactions, online transfers, automated teller machine (ATM) transactions, or pending deposits, but does not include items such as scheduled Bill Pay transactions, deposits with holds on them, and checks that you have written but that have not yet cleared your account.

**b. Current Balance.** The Current Balance is calculated after all transactions have posted to your account after the end of the business day (Eastern Time). We first process (post) all money coming in to your account (credits, deposits, etc.). After those are processed, we process (post) all money coming out of your account (debits, withdrawals, etc.) in a pre-determined order. The following frequently-used debit transactions are processed in groups in this order: 1) Branch withdrawals; 2) ATM withdrawals; 3) DC or POS transactions that merchants have presented to us for payment; 4) Transfers from one Navy Federal account to another; 5) ACH; and 6) Checks. When more than one transaction from a group is processed on the same day, the items will be processed in the order of lowest to highest amount within that group of transactions.

**c. DC Transaction Authorization.** When using your DC to make a purchase, the transaction is authorized based on your Available Balance plus any Checking Protection option (OOPS or CLOC) you have enrolled in at the time of the purchase. Once a transaction is authorized, a temporary hold is placed on your account for the amount of the purchase; you will see this hold reflected in your Available Balance. This hold does not affect or otherwise adjust your Current Balance. This hold will be removed when the transaction posts to your account or after 3 business days, whichever comes first. Although the hold may be removed after 3 business days, the merchant has up to 180 calendar days to present the transaction for posting. In some cases, the hold may exceed or be less than the amount of the transaction; for example, for some purchases made at gas stations, restaurants, or hotels, or for car rentals. Funds subject to a hold are not necessarily the same funds that are ultimately used to pay for a transaction. Ordinarily, we will not authorize DC transactions unless you have sufficient funds available in your checking account plus any Checking Protection option you may have. If we previously authorized a DC transaction, or placed a hold that is less than the final transaction amount, we will pay the transaction even if you have insufficient funds and even if you did not opt in to a Checking Protection option for DC transactions.

Please note, however, that even though a transaction has been authorized, it still might result in an overdraft if you initiate other transactions that are processed before it. So, do not consider a transaction authorization as a guarantee there will be sufficient funds in your account to cover the transaction when it posts.

On the day a DC transaction is processed/posts (which may not be the day of purchase or use), if the transaction exceeds your Current Balance after all items have posted, your account will be overdrawn, and you will be responsible for the negative balance. To avoid overdrafts, you should ensure that your Current Balance (which may differ from your Available Balance) has sufficient funds to cover transactions at the time those transactions post to your account. If you have enrolled in a Checking Protection option, you may be assessed fees or interest.<sup>2</sup> If your checking account goes into an overdrawn status (including OOPS fees) and funds are available in the linked savings account, we will transfer all or some of the funds from the savings account to the overdrawn checking account to reduce or eliminate the overdrawn amount, as permitted by law. Federal regulations limit the number of certain types of transfers and/or withdrawals that can be made from your savings account to 6 per calendar month, including transfers by us to cover overdrafts.<sup>3</sup> You agree that we have the right to collect funds owed to us from all your accounts, as well as the available balance on your Checking Protection option (if any), including all accounts of joint owner(s). This does not apply to shares in an Individual Retirement Account. The failure to deposit funds to eliminate an account's negative balance may result in the overdrawn balance being charged off as a loss to Navy Federal. Such action could result in the checking account being closed and restriction of your membership privileges, including revocation of your DC.

**4. Transactions and Limits:** Your DC may be used to purchase goods and services wherever the card is accepted. You may use your DC for the following: balance inquiries, funds transfers, cash withdrawals, deposits to your checking account, Money Market Savings Account, and savings account, and receive cash back with a purchase at participating Interlink® or Maestro® merchants. Cash back with a purchase is only offered from your available checking account balance plus any Checking Protection option you may have. The daily transaction limit for purchases is \$3,000 for all types of checking accounts with the exception of Flagship Checking, which has a daily purchase transaction limit of \$5,000. The daily cash limit is \$600, which includes withdrawals at an ATM, manual cash at a financial institution, and cash back with a purchase at participating merchants. NFCU proprietary ATMs are the exception to this limit, which will allow members to withdraw a maximum of \$1,000 per day. Generally, there is no limit on the number of transactions that can be performed per day; however, for security reasons, we reserve the right to impose other limits on the transactions you may make using your DC.

**5. Use of Card for Illegal or Risky Transactions:** It is your responsibility to comply with all laws when using your Navy Federal DC. You agree to hold us harmless for any damages or other liability arising from transactions initiated by you for the purpose of conducting illegal activity. We reserve the right to decline authorizations and/or cardholder disputes due to participation in transactions for activities we believe may violate law or pose significant risk to us or our Members, such as online gambling.

**6. Liability for Failure to Complete Electronic Fund Transfers:** If we do not complete a transaction using your DC on time or in the correct amount, when properly instructed by you according to the terms of this Agreement, we will be liable for damages caused by our failure, with some exceptions. We will **NOT** be liable in any of the following events:

- If, through no fault of ours, you do not have enough money in your account or available in your selected Checking Protection option to make the transfer or transaction.
- If the funds in your account are subject to legal process, such as garnishment or attachment, or if the account is subject to a pledge or security agreement.
- If the ATM where you are making the transfer or transaction does not have enough cash.
- If the ATM was not working properly and you knew about the breakdown when you started the transfer or transaction.
- If, despite reasonable precautions that we have taken, circumstances beyond our control (such as fire, power failure, or flood) prevent the transfer or transaction.

**7. Foreign/International Transactions:** Transactions using your DC made in foreign countries will post to your account in U.S. dollars and will be charged an International Service Assessment Fee. This fee will be identified as a separate transaction on your statement. The fee will be assessed on purchases and ATM transactions as follows:

- Transactions made in foreign countries will be charged 1.0% of the transaction amount.

**8. Documentation of Transactions:** It is recommended that you obtain a transaction receipt at the time you make any transaction using your DC at an ATM or POS terminal and retain the receipt copy for a period of at least 90 days. Your checking account statement will identify the merchant, financial institution, or electronic terminal where transactions are made and the dollar amount of the transaction. You will get a monthly account statement even if there are no transfers in a particular month. You may also view your statements and account balances on our website at [navyfederal.org](http://navyfederal.org) or by using our mobile app.

**9. Fees:** There is no fee for using your DC to make a purchase at a merchant location; however, participating merchants may impose a fee for the cash-back portion of the transaction. Cash-back amount limits may vary depending on store policy. For a list of free ATMs, please check our website at [navyfederal.org](http://navyfederal.org). ATM fees are disclosed in our *Schedule of Fees and Charges* brochure and may also be viewed via [navyfederal.org](http://navyfederal.org). When you use a non-Navy Federal ATM, you may be charged a fee by the ATM operator. Additionally, you may be charged a fee for a balance inquiry even if you do not complete an electronic funds transfer.

**10. Refusal to Honor Your DC:** You agree Navy Federal is not responsible or liable for any merchant, financial institution, or other party that refuses to honor your DC.

**11. Ownership and Cancellation of the DC:** The DC is the property of Navy Federal. Navy Federal has the right to cancel your DC or revoke your DC privileges at any time without notice to you.

**12. Disclosure of Information to Third Parties:** Navy Federal will disclose information to third parties about your DC or checking account or the transfers you make in any of the following circumstances: if we are unable to complete an electronic transfer because of non-sufficient funds; where it is necessary to complete the transaction; to verify the existence or conditions of your account 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 written permission; or in accordance with our privacy policy. Additionally, you may have agreements with merchants to keep your DC on file. You acknowledge that Navy Federal may share your DC information with the participating network in order to keep your card information current and/or facilitate uninterrupted processing of your recurring payments.

**13. Stop-Payment for Pre-Authorized Recurring DC Transactions:** We can only honor stop-payment requests for transactions using your DC on pre-authorized recurring transactions or services. If you have told us in advance to make regular payments out of your account, using your DC, you can request us to stop any of these payments. Contact us using the information above in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to confirm your request in writing within 14 days after you call. If you request us to stop one of these payments 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.

**14. Cardholder Liability for Unauthorized Transactions: NOTIFY US AT ONCE if you believe that your DC or personal identification number (PIN) has been lost, stolen, or used (or may be used) without your authority.** The best way to minimize your possible losses is to contact us as soon as possible by calling us at the number above or, if you have Navy Federal Online Banking, by using the Report Fraud feature. You may also notify us in person at any branch or in writing using the address above.

**Timely Notice of Missing DC:** If you notify us within 2 business days after you learn of the loss or theft of your DC or PIN, your losses will be no more than \$50 if someone used your DC or PIN without your permission.

**Delayed Notice of Missing DC:** If you fail to notify us within 2 business days after you learn of the loss or theft of your DC or PIN, your losses may be as high as \$500. In this case, you would be liable for unauthorized transactions up to \$50 for the first 2 business days plus all unauthorized transactions that occur between those first 2 business days and the day you actually notify us, altogether up to \$500. You will only be liable for unauthorized transactions after the first 2 business days if we can demonstrate that we could have stopped the unauthorized transactions if you had notified us sooner.

**Unauthorized Transactions on Statement:** If your statement shows transactions that you did not make or authorize, tell us AT ONCE. If you do not tell us within 60 calendar days after the statement has been made available to you, your losses for unauthorized transactions that occur after those 60 days may be unlimited until you actually notify us. You will only be liable for unauthorized transactions after the 60 days if we can demonstrate that we could have stopped the unauthorized transactions if you had notified us. Under certain circumstances, we may extend the notification time period.

We advise you to safeguard your DC and protect the integrity of your PIN. Granting use of the DC to another person will make you financially liable for their use, loss, or misuse of the DC until you report unauthorized use or transactions to Navy Federal.

**15. Navy Federal's Zero Liability Policy for Fraud.** In addition to the liability limits above, if you notify us of suspected fraud within 60 days of the statement date on which the fraudulent transactions first appear, we will not hold you responsible for confirmed fraudulent transactions. This Zero Liability policy only covers transactions that have been confirmed by Navy Federal as fraudulent.

**16. Billing Error Resolution:** The Billing Error Resolution process covers the following errors: unauthorized transactions, including invalid amounts, duplicate transactions, transactions that were paid for by other means, and canceled recurring payments; expected credit not received; and non-receipt of ATM funds or POS cash-back. If you think your statement or receipt has errors, or if you need more information about a transaction listed on your statement or receipt, contact us as soon as possible using the contact information listed above. You **MUST** contact us no later than 60 calendar days after we **FIRST** make available the statement on which the suspected error appeared. You will need to identify yourself and the account, describe the error or the transaction you are questioning, clearly explain why you believe an error exists or why you need more information, and tell us the dollar amount of the suspected error. If you call to report a suspected error, we may require you to send us your concern in writing within 10 business days. If we ask you to put your concern in writing and we do not receive it within 10 business days, we may not provisionally credit (see below) your account.

We may take up to 45 days to investigate your concern; however, for suspected errors involving new accounts, POS, or foreign-initiated transactions, we may take up to 90 days to investigate. If we take longer than 10 business days (20 business days for new accounts) to determine whether an error occurred, we will provisionally credit your account the amount you reported as an error on or before the 10th business day. This Provisional Credit is a temporary credit that allows you to use the money during the time it takes us to complete our investigation. We will report the results of our investigation to you within 3 business days after completing our investigation. If we determine there was an error, we will promptly correct it. If we determine there was no error, we will send you a written explanation of our findings. You may ask for copies of the documents that we used in making our determination. Any Provisional Credits will be taken out of your account if we determine there was no error, and if there are insufficient funds in your account to cover the reversal of the Provisional Credit, the account may become overdrawn.

**17. Other Reasons for Dispute:** Disputed transactions that are not covered by our Error Resolution Process such as defective, damaged, or non-receipt of merchandise or services, or items received "not as described" will be handled at our discretion. Please first make a good faith attempt to resolve discrepancies with the merchant. If your good faith attempt is not successful, we may use our dispute resolution process to act on your behalf and pursue recovery of funds from the merchant, based on your statement supporting your claim, as well as any documentation we may request. We may not be able to recover your funds. We will report the results of the dispute resolution process to you within 120 days; however, we are not obligated to issue a Provisional Credit during the dispute resolution process.

**18. Merchant Credits:** Merchants and others who honor the DC may give credits for returns or adjustments, which will appear as credits on your checking account statement.

<sup>1</sup>Subject to holds placed on certain transactions, see our Funds Availability Policy (NFCU 668) and the Mobile Check Deposit User Agreement, which may be viewed on our website via [navyfederal.org](http://navyfederal.org).

<sup>2</sup>For details, see our Optional Overdraft Protection Service (OOPS) Disclosures (NFCU 657) and our Checking Line of Credit Agreement and Disclosure (NFCU 33C).

<sup>3</sup>For more information about savings accounts and transactions limits, see our Important Disclosures (NFCU 606).