

# STAR/DEBIT CARD (G.A.P. CHEK CARD) DISCLOSURE STATEMENT

February, 2011

Your rights and responsibilities as a consumer who uses Electronic Fund Transfer services such as the **STAR/ DEBIT CARD (G.A.P. CHEK CARD)** are defined by the Electronic Fund Transfer Act (15 U.S.C.1693,et seq) and Regulation E of the Federal Reserve Board. One requirement of this Act and the Regulation is that we must make certain disclosures to users of our electronic fund transfer service. Please read and retain this disclosure.

## **1. Notice concerning possible liability for unauthorized use of your STAR/DEBIT CARD.**

You may be liable for the unauthorized use of your **STAR/DEBIT CARD**. Tell us **AT ONCE** if you believe your **STAR/DEBIT CARD** has been lost or stolen or if you believe unauthorized persons may know your **personal identification number(PIN)**.

Telephoning is the best way of keeping your possible losses down. You could lose all the money in your accounts.

You may notify us of your lost or stolen **STAR/DEBIT CARD** by telephoning **(800)523-4175**. This may be confirmed by writing to:

**G.A.P. Federal Credit Union**  
**111 Franklin Street, Room 224**  
**Johnstown, PA 15901-1876**

If you tell us within two (2) business days after you learn of the loss or theft, your liability is zero (0) if someone used your **STAR/DEBIT CARD** without your permission. If you **DO NOT** tell us within two (2) business days after you learn of the loss or theft of your **STAR/DEBIT CARD**, and we can prove we could have stopped someone from using your **STAR/DEBIT CARD** without your permission if you had told us, you could lose as much as \$50.00. Also, if your statement shows transfers that you did not make, 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 hospital stay) kept you from telling us, we will extend the time periods. If someone has transferred or may transfer money from your share draft or primary share accounts without your permission, call or write. Our business days are Monday through Friday, 8:00 a.m. to 4:30 p.m. Holidays are not included. Tuesdays closing at 3:30 p.m.

## **2. STAR SYSTEMS CENTER's**

**A. SERVICES.** If you have requested that we allow you to access certain accounts at **STAR SYSTEMS CENTER's** and your request was approved, you may use your **STAR/DEBIT CARD** to:

+Withdraw cash from your share draft or primary share account.  
+Transfer funds between your share draft and primary share account.

+Make deposits to your share draft or primary share account.  
+Check the balance in your share draft or primary share account. These balances are brought up to date once every business day as a result, they may not show some of the most recent transactions involving your account.

**B. LIMITATIONS.** There are some limitations on these transfers: You can only withdraw up to \$500.00 per day in cash from our **STAR SYSTEMS CENTER's** unless we have told you otherwise. In addition to the amount that you may withdraw in cash each day you may use the **STAR/DEBIT CARD** to purchase up to \$1000.00 each day. (However, the total amount of Cash Withdrawals and Purchase Transactions each day may not exceed \$1000.00). Furthermore, Purchase refunds will be posted to the available balance in your primary transaction account (Share Draft) up to the POS(Point of Sale>Returns Limit of \$1000.00. Purchase refunds in excess of the POS Returns

limit will be posted to the restricted balances in your primary account. The total amount of Purchase refunds posted to available balances and funds made available to you from items (i.e. cash, checks, drafts) you present at a **STAR SYSTEMS CENTER** cannot exceed \$1000.00 each day.

+You can only withdraw cash in certain multiples as indicated at each **STAR SYSTEMS CENTER**.

+The day for withdrawal and Purchase limits starts at 3:00 p. m. each business day and ends at 3:00 p.m. the next business day. Weekends, including three (3) day holidays,are considered "one business day." There are also certain limitations on the frequency of use of the **STAR/DEBIT CARD** each business day. These limitations are imposed and not revealed for security purposes.

+We reserve the right to require seven (7) days' notice before any withdrawal or transfer funds from your primary share account.

+Certain services are available on your card only if you have specifically requested them.

**C. ACKNOWLEDGMENTS.** You can get an acknowledgment at the time:

+You make any transaction to or from your share draft or primary share account.

**D. FEES.** Service fees will be charged as follows:

+You will be charged \$.25 each for all transactions except inquiries and Purchase transactions (POS).

+A \$3.00 card replacement fee will be charged after the initial/renewal card and one "free" replacement card.(01/2003)

+Insufficient Funds Fee (NSF) - \$30.00 per item.

**NOTICE REGARDING ATM FEES BY OTHERS:** If you use a **STAR** automated teller that is not operated by us, you may be charged a fee by the operator of the ATM machine and/or by an automated transfer network.

## **3. Purchase Transactions.**

### **A. DEBIT CARD. LOOK FOR THE VISA LOGO.**

You may use your **STAR/DEBIT CARD** to purchase goods and services in place of a check from any retail establishment (in this case, merchants' displaying the **VISA** logo) that accepts the **STAR/DEBIT CARD**. When you make a purchase using your **STAR/DEBIT CARD**, you will be asking us to withdraw funds in the amount of the purchase from your share draft account and instructing us to pay those funds to the retail establishment. **Personal Identification Numbers (PIN) are not necessary** for making purchases at card association merchants (**VISA**).

### **4. Deposit Information**

You may deliver cash, checks and other items at **STAR SYSTEMS CENTER's** located in Pennsylvania, Delaware, New Jersey, Maryland and those other states that maybe added at a later date, for transmission to us for deposit to your account(s). Deposits made at **STAR SYSTEMS CENTERS** are posted to your account(s) according to the rules and regulations of those account(s). All deposited items are removed from the **STAR SYSTEMS CENTER** and verified each business day. If your deposit was made at a **STAR SYSTEMS CENTER**, this could be one to three business days after the date shown on the receipt. We reserve the right to verify the items so deposited before such funds are available to you; however, you may withdraw against the amount you deposited up to \$500.00 or the special limit we have set for you which we call the Non-Registered Limit. If we set a special Non-Registered Limit for you, we will provide you with written disclosure of this limit with the Disclosure Statement. The amount of funds that you can withdraw against from deposits is limited by your Withdrawal Limit and the Overall Credit Limit.

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When all of the deposited funds become available, you may withdraw against the entire amount deposited up to the Withdrawal Limit.

## **5. Statements.**

You will receive a monthly statement from us listing all transactions to your accounts. If you would like a statement at any other time there may be a charge.

## **6. Our 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:

1. If through no fault of ours you do not have enough money in your account to make the transfer.
2. If the **STAR SYSTEMS CENTER** where you are making the transfer does not have enough cash.
3. If the **STAR SYSTEMS CENTER** was not working properly and you knew about the breakdown when you started the transfer.
4. If you fail in three (3) attempts to enter your correct **Personal Identification Number (PIN)** into the **STAR SYSTEMS CENTER**.
5. If your **STAR/DEBIT CARD** has been reported lost or stolen.
6. If you fail to use the Money Access Card in accordance with our instructions.
7. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
8. If the funds in your account are subject to legal process or other encumbrance restricting the use of the funds.
9. If we have limited or refused to complete transactions for security reasons.
10. There may be other exceptions stated in our agreement with you.

## **7. The circumstances under which we will disclose account information to third parties.**

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

1. Where it is necessary for completing transfers.
2. To a third party you authorize to make transfers to or from your account.
3. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
4. In order to comply with orders or subpoenas of government agencies or courts.
5. If you give us your written permission.

## **8. What you should do in case of error or questions about your electronic transfer.**

If you have a question or an error has occurred in one or more of your electronic transfers, you may telephone us at (814)535-4165 or (800)228-9180 or write to:

**G.A.P. Federal Credit Union**  
111 Franklin Street, Room 224  
Johnstown, PA 15901-1876

Do this 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 send the **FIRST** Statement on which the problem or error appeared.

- a. Tell us your name and account number.
  - b. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you need more information.
  - c. Tell us the dollar amount of the suspected error.
  - d. If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten(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. If we do decide to do this we will adjust your account within ten(10)\* business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. (If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) business days.) If we ask you to put your complaint or questions in writing and we do not receive it within ten (10) business days, we may not credit your account. If we decide no error has occurred, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.
- \*If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of 10 business days.

\*\*If you give notice of an error within 30 days after you make the first deposit to your account, notice of an error involving a **POINT OF SALE** transaction, or notice of an error involving a transaction initiated outside the U.S. its possessions and territories, we will have 90 days instead of 45 days to investigate.

## **9. Change of Termination of Services.**

We have the right to change or terminate the services offered from time to time. We will notify you at least 21 days before a change will take effect if it will cause you greater costs or liability or if it will limit your ability to engage in electronic payments or deposits. We do not have to notify you in advance, however, if the change is necessary for security reasons.