

Attention Disbursing Officers and Supply Officers

**NAVY CASH[®]
SOP CHANGE NOTICE
NAVSUP PUB 727**

**Navy Cash Fleet Support Groups
NAVSUP Fleet Logistics Centers
Norfolk
San Diego
Yokosuka**

Navy Cash SOP Change Notice 2012-007

24 August 2012

**Subject: NAVY CASH, MARINE CASH, AND NAVY CASH VISITOR CARD
CARDHOLDER AGREEMENT**

Attention: Disbursing Officers/Supply Officers

- 1. Cardholder Agreement.** The Navy Cash, Marine Cash, and Navy Cash Visitor Card Cardholder Agreement is a key part of the Navy Cash program's overall efforts to comply with the Federal consumer financial laws and regulations that govern many consumer financial products and services. The Cardholder Agreement lays out the terms and conditions for use of the Navy Cash card and provides information about cardholder rights, responsibilities, and liabilities. The Cardholder Agreement is included in the envelope with every Navy Cash, Marine Cash, and Visitor card.
- 2. Disbursing Officer Action.** The Disbursing Officer (DO) must ensure each cardholder is aware of and receives a copy of the Cardholder Agreement whenever new or replacement Navy Cash cards or Navy Cash visitor cards are issued at the Disbursing Office.
- 3. Official Change to Navy Cash SOP.** This Navy Cash SOP Change Notice represents an official change to the Navy Cash SOP (NAVSUP PUB 727). Each DO shall retain a copy of this Navy Cash SOP Change Notice on file for inspection with the current version of the SOP.
- 4. List of Effective Navy Cash SOP Change Notices.**
 - 2012-001 Automatic EOD Now Mandatory
 - 2012-002 Required Navy Cash Documentation in Financial Returns
 - 2012-003 Residual Funds on Visitor Cards
 - 2012-004 Transfer Member Profile and Unsuspend Account Using Disbursing Web Site
 - 2012-005 Automated Transfer of Dormant Profiles
 - 2012-006 Navy Cash Depot Shipping Address Change
 - 2012-007 Navy Cash, Marine Cash, and Navy Cash Visitor Card Cardholder Agreement
- 5. Points of Contact.** If you have any questions, please contact:
 - Hugh Chin at NAVSUP FLC Norfolk
hugh.chin@navy.mil
(757) 443-1189 DSN: 646-1189
 - Andy Yager at NAVSUP FLC San Diego
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1.7 Navy Cash Cardholder Agreement

(in version 1.13 of the Navy Cash SOP, associated with release v1.4.6, insert new paragraph 1.7 and renumber subsequent paragraphs)

1.8 Navy Cash Cardholder Agreement

(in version 1.14 of the Navy Cash SOP associated with release v1.4.7, replace paragraph 1.8 with new paragraph 1.8)

The Navy Cash, Marine Cash, and Navy Cash Visitor Card Cardholder Agreement is a key part of the Navy Cash program's overall efforts to comply with the Federal consumer financial laws and regulations that govern many consumer financial products and services. The Cardholder Agreement lays out the terms and conditions for use of the Navy Cash card and provides information about cardholder rights, responsibilities, and liabilities. The Cardholder Agreement is included in the envelope with every Navy Cash, Marine Cash, and Visitor card. A copy of the agreement is also included in the Navy Cash Standard Operating Procedure (SOP) in Appendix U, Cardholder Agreement and is available on the Treasury FMS Navy Cash web site (<http://fms.treas.gov/navycash>).

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8.4.21 Account Enrollment

(in version 1.13 of the Navy Cash SOP, associated with release v1.4.6, insert new paragraph c and renumber subsequent paragraphs)

8.4.17 Account Enrollment

(in version 1.14 of the Navy Cash SOP associated with release v1.4.7, replace paragraph c with new paragraph c)

c. Cardholder Agreement

(1) The Navy Cash, Marine Cash, and Navy Cash Visitor Card Cardholder Agreement is a key part of the Navy Cash program's overall efforts to comply with the Federal consumer financial laws and regulations that govern many consumer financial products and services. The Cardholder Agreement lays out the terms and conditions for use of the Navy Cash card and provides information about cardholder rights, responsibilities, and liabilities. The Cardholder Agreement also lets the cardholder know how to use the card, how to obtain account information, and how to deal with specific card-related issues.

(2) Since both new and replacement Navy Cash cards and Navy Cash visitor cards are issued at the Disbursing Office, the Disbursing Officer must ensure each cardholder is aware of and receives a copy of the Cardholder Agreement to ensure compliance with Federal laws and regulations. For instant issue cards, each card issued comes with a Cardholder Agreement in the envelope. For visitor cards, because they are reusable, the Disbursing Officer must have copies of the Cardholder Agreement available to hand to the cardholder. The Cardholder Agreement should be posted on the bulletin board outside the Disbursing Office.

(3) A copy of the Cardholder Agreement is included at Appendix U, Cardholder Agreement, and is available on the Treasury FMS Navy Cash web site (<http://fms.treas.gov/navycash>).

Appendix U

Cardholder Agreement

NAVY CASH, MARINE CASH, AND NAVY CASH VISITOR CARD CARDHOLDER AGREEMENT

This document (“Cardholder Agreement”) sets forth the terms and conditions under which you may use the Navy Cash[®] Debit MasterCard[®], Marine CashSM Debit MasterCard[®] (“**NC/MC Card**”) and the Navy Cash Visitor Card (“**Visitor Card**”). The NC/MC Card and Visitor Card are issued to you by JPMorgan Chase Bank, N.A. (also referred to as “Chase,” “Bank,” “we,” or “us”). Chase has been designated a financial agent of the United States by the Department of the Treasury and operates the Navy Cash program in that capacity. In this document, the words “you” and “your” refer to the person to whom the NC/MC Card or Visitor Card is issued and any other person that you authorize to use the NC/MC Card or Visitor Card. You agree with the Bank that receipt and use of your NC/MC Card or Visitor Card is subject to these terms and conditions. If issued a NC/MC Card, you must sign the Card on its reverse side before using it. All sections of this Cardholder Agreement apply to NC/MC Card and Visitor Card unless otherwise noted. You may also view this Cardholder Agreement as well as documentation on how to use the card online at the Navy Cash website: www.navycash.com.

1. Your Navy Cash, Marine Cash or Visitor Card

The Navy Cash Debit MasterCard or Marine Cash Debit MasterCard allows you to access and manage two separate sources of funds, your **Chip Account** and your **Strip Account**. Your Chip Account is intended primarily for use aboard ship and information about it is stored in a microchip in your card. Your Strip Account is intended primarily for use ashore and information about it is stored in the magnetic strip on your card. You may add funds to your Strip and Chip Accounts at the Disbursing Office or transfer money from your bank or credit union account to your Strip or Chip Account and move money between your Strip and Chip accounts. The Navy Cash Visitor Card provides only a Chip Account, to which funds may be loaded at the Disbursing Office or via chip-to-chip transfer, but does not allow the transfer of money to or from a bank or credit union account.

2. How You May Use Your Navy Cash, Marine Cash or Visitor Card

You may use your NC/MC Card or Visitor Card in the following ways:

- a. Make Purchases/Obtain Cash with your Chip Account: Both the NC/MC Card and Visitor Card provide a Chip Account which you may use to pay for purchases from the Ship’s Store, vending machines, Post Office, MWR, or any other “retail” location aboard the ship. You may obtain cash from your Chip Account at the Disbursing Office. Funds in the Chip Account are considered cash and may not be recoverable if lost.
- b. Make Purchases/Obtain Cash with your Strip Account: The NC/MC Card provides a Strip Account which you may use to pay for goods and services ashore at any merchant displaying the MasterCard[®] logo. Some merchants will allow you to authorize your purchase by entering your PIN while others may require your written signature. You may check the balance in and obtain cash from your Strip Account in local currency at any ATM ashore worldwide that displays the MasterCard[®] or Cirrus[®] logos.

NOTE: When you make a purchase or obtain cash using your PIN, the amount of the transaction will be immediately withdrawn from your Strip Account. However, the amount of a signature purchase transaction may not be deducted from your Strip Account until several business days after the purchase. This means that from the purchase date to the time funds are actually deducted from your Strip Account, your Strip Account balance may reflect more money than you actually have in your Strip Account.

- c. Manage Your Chip and Strip Accounts:

Navy Cash/Marine Cash Card: You may use your NC/MC Card to perform the following functions at the self-service Navy Cash kiosks on board your ship:

- Check the balances of your Chip Account and Strip Account.
- Move money from your Strip Account to your Chip Account.
- Move money from your Chip Account to your Strip Account.
- Request to transfer money electronically from your bank or credit union account to your Chip Account or your Strip Account.

- Request to transfer money electronically from your Chip Account or your Strip Account to your bank or credit union account.
- Change your PIN.
- Complete a “Ship Check In” when you report aboard for duty.
- Transfer money from your Chip Account to someone else’s Chip Account through a Chip-to-Chip Transfer.

Visitor Card: You may use your Visitor Card to perform the following functions at the kiosks on board your ship:

- Check the balance of your Chip Account.
- Change your PIN.
- Transfer money from your Chip Account to someone else’s Chip Account through a Chip-to-Chip Transfer.

3. Fees, Minimum Balances and Interest

The NC/MC Card and Visitor Card does not impose transaction fees or currency conversion fees for using your Card to make purchases on ship or shore, to obtain cash from a Disbursing Office, or to manage your accounts using the kiosks. However, if you use the NC/MC Card to withdraw funds from an ATM ashore, the financial institution that operates the ATM may charge you a fee which will be debited from your NC/MC Card’s Strip Account. You do not need to maintain a minimum balance in either your Chip Account or Strip Account. You will not earn interest on funds in your Chip Account or Strip Account.

4. Obtaining Your Account Information & How to Contact Navy Cash Customer Service

You may obtain the balance of your Chip Account or Strip Account at a kiosk or at the ship’s Disbursing Office. For the NC/MC Card, you may also obtain information about the balance in your Chip Account and Strip Account as of the ship’s last communication to the shore by calling Navy Cash Customer Service at 1-866-3NAVYCA(SH) (1-866-362-8922). In addition, for the NC/MC Card, balance information, along with a history of Chip Account and Strip Account transactions since the ship’s last communication to shore is also available online at www.navycash.com. You may obtain a 60-day written history of your NC/MC Card account transactions by calling Navy Cash Customer Service or by e-mailing navycash@ezpaymt.com. For general NC/MC Card or Visitor Card inquiries, you may call Navy Cash Customer Service at 1-866-3NAVYCA(SH) (1-866-362-8922) or e-mail navycash@ezpaymt.com. Navy Cash Customer Service accepts relay calls from hearing impaired customers.

5. Certain Limitations on Use and Funding

Use of your NC/MC Card or Visitor Card and the privileges associated with it may be cancelled by the Bank at any time for any reason and without prior notice to you. Your NC/MC Card or Visitor Card is the Bank’s property, and, if the Bank directs you to, you must cut it in half and return it to the Bank.

Daily withdrawal and purchasing limits may apply to the use of your Strip Account ashore. Third party operators of ATMs ashore may limit the number of withdrawals you may make from their ATMs in any one day, and they may also limit the amount of cash you may withdraw from their ATMs during any one session, any one day, or both.

Certain merchants may not allow certain transactions, such as pay-at-the-pump purchases at gas stations, or may require you to have a specified Strip Account balance before permitting the transaction to occur. This required balance is known as the “Dollar Threshold”. If your Strip Account balance is less than the Dollar Threshold imposed for the transaction and your NC/MC Card is rejected, or if the pump does not permit the transaction, please proceed to the cashier to make your payment. If you have sufficient funds in your Strip Account balance to meet the transaction threshold amount, the amount of the threshold transaction will be unavailable until your transaction clears through the merchant even if your purchase amount is less than the Dollar Threshold amount. This will generally occur within one business day, but may take longer, depending upon the merchant.

Additionally, certain transactions such as rental cars, hotels, cruise lines, mail order postage, and special telecom, where the final purchase amount is unknown at the time you initiate the transaction, may also require you to have a specified Strip Account balance for the transaction to occur. In these situations, if your Strip Account balance is less than the Dollar Threshold imposed for the transaction, your NC/MC Card will be rejected. If your Strip Account balance is sufficient, then the transactions will proceed and the amount of the Dollar Threshold will be blocked from other use until the Bank receives notice of the final purchase amount (also known as the final settlement amount) from the merchant. The final purchase amount is generally received from the merchant within one business day but may take longer depending on the merchant. After the Bank receives the merchant’s final

settlement transaction, the Bank will apply the amount previously blocked from use against the final purchase amount. If you have insufficient funds to cover the final settlement amount, you may create a negative balance in your Strip Account (see Section 8, Your Liability for Negative Balances).

Some merchants may not allow you to pay for goods or services partly with cash and partly with your NC/MC Card.

6. Transactions Outside of the United States (for Navy Cash and Marine Cash Only)

If you use your NC/MC Card's Strip Account outside the United States, the exchange rate between the transaction currency and the U.S. Dollar is selected by MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date.

7. Your Liability

You may be liable for losses related to your NC/MC or Visitor Card in the following situations:

- You and any other person that you authorize to use your NC/MC Card or Visitor Card are jointly and individually responsible for all debts resulting from the use of your card. Take precautions to safeguard your card and PIN at all times. Do not write your PIN on your card or keep your PIN in the same place as your card.
- You agree that you will maintain the security of your NC/MC Card or Visitor Card at all times, keep it in a safe place, and not give your NC/MC Card or Visitor Card, or make it available, to any other person. You are responsible for all purchases and withdrawals you authorize using your NC/MC Card or Visitor Card. If you permit other persons to use your NC/MC Card, you are responsible for any transactions they authorize from your Chip Account or your Strip Account. Likewise, if you permit other persons to use your Visitor Card, you are responsible for any transactions they authorize from your Chip Account.
- If, while aboard ship, you believe your NC/MC Card or Visitor Card has been lost or stolen, you must notify your Disbursing Officer as soon as possible. If, while ashore, you believe your NC/MC Card or Visitor Card has been lost or stolen, you must notify Navy Cash Customer Service as soon as possible. To contact Navy Cash Customer Service call 1-866-3NAVYCA(SH) (1-866-362-8922) or e-mail navycash@ezpaymt.com.
- If you call Navy Cash Customer Service regarding your Visitor Card, you must have the card sequence number available, which is printed on the back of the card since the card is not electronically registered.
- Your liability for signature transactions is limited by MasterCard's Zero Liability Policy.
- The funds in your NC/MC or Visitor Card Chip Account are considered cash and may not be recoverable if lost. If you believe that your NC/MC Card or Visitor Card has been lost or stolen and you tell your Disbursing Office or Navy Cash Customer Service as soon as possible, the Bank may be able limit your losses.
- If you believe that your NC/MC Card has been lost or stolen and you tell your Disbursing Office or Navy Cash Customer Service within two (2) business days after you learn of such loss or theft, you can be liable for no more than \$50 on your Strip Account. If you do NOT tell your ship's Disbursing Office or Navy Cash Customer Service within two (2) business days after you learn of such loss or theft of your NC/MC Card and the Bank can prove that the Bank could have stopped someone from using your NC/MC Card without your permission if you had told your Disbursing Office or Navy Cash Customer Service, you could be liable for as much as \$500.

8. Your Liability for Negative Balances (for Navy Cash and Marine Cash only)

A transfer of funds from your linked bank or credit union account which is denied because of insufficient funds may result in a negative balance in your NC/MC Card's Strip Account. If a funds transfer is returned for insufficient funds, you authorize the Bank to resubmit funds transfer request to your linked account. If you have a negative balance in your Strip Account, the next credit to your Strip Account will equal the amount received minus the amount of the negative balance. If you maintain a negative balance in your Strip Account for more than 10 days, the amount of your negative balance will be deemed a debt owed to the U.S. Treasury.

For Navy Cash cardholders, your Disbursing Officer is responsible for collecting the debt owed. If you are no longer serving as part of a ship command and have been transferred to a shore command, the Defense Finance and Accounting Service, Directorate of Debt and Claims Management, may initiate a garnishment of wages or a miscellaneous pay checkage to collect the outstanding negative balance. If you leave the service before you settle your negative balance, the Department of the Treasury may initiate other proceedings to recover the debt.

For Marine Cash cardholders (or Marines who were issued a Navy Cash card), the Marine Disbursing Officer is responsible for collecting on the debt and may do so by initiating a miscellaneous pay checkage to recover the amount of the negative balance. If you leave the service before you settle your negative balance, the Department of the Treasury may initiate other proceedings to recover the debt.

9. In Case of Errors, Questions or Disputes about Your Strip Account (for Navy Cash and Marine Cash only)

In case of errors, questions or disputes about your Strip Account, contact Navy Cash Customer Service. See Section 4 for Customer Service contact information. You must report an error within 60 days after the date you electronically access your account if the error could be viewed in your electronic history. You may request a written history of your transactions at any time by contacting Navy Cash Customer Service. You will need to provide:

- Your name and the number of your NC/MC Card.
- Why you believe an error has occurred and the dollar amount involved.
- The approximate date the error occurred.
- Information about where the transaction took place at a Chase ATM or at a Network ATM, or if it was a PIN purchase transaction or a signature purchase transaction.

If you tell Navy Cash Customer Service orally, the Bank may require that you send your complaint or question in writing within ten (10) business days.

Navy Cash Customer Service will advise you of the results of its investigation within ten (10) business days, twenty (20) business days for purchase transactions and foreign-initiated transactions, after the Bank receives written confirmation of your claim, and the Bank will correct any error promptly.

However, if the Bank needs more time to complete the investigation of your complaint or question, the Bank may extend the investigation period forty-five (45) days, or, in the case of purchase transactions and foreign initiated transactions, ninety (90) days. If the Bank decides to extend the investigation period, the Bank will provisionally credit your account within ten (10) business days, or, in the case of purchase transactions and foreign-initiated transactions, twenty (20) business days, for the amount you think is in error. You will have the use of the provisional credit during the time it takes the Bank to complete the investigation. If the Bank asks you to put your complaint or question in writing and the Bank does not receive your response within ten (10) business days, the Bank may not grant your provisional credit but will still investigate your complaint or question.

If the Bank decides that there was no error, the Bank will send you a written explanation within three (3) business days after the Bank completes the investigation. If the Bank granted you a provisional credit during the investigation, that amount will be deducted from your account if the Bank determines there was no error. You may ask for copies of the documents the Bank used in the investigation.

10. Our Liability (for Navy Cash and Marine Cash Only)

If the Bank does not complete a transfer to or from your NC/MC Card's Strip Account on time or in the correct amount according to this Cardholder Agreement, the Bank will be liable for such losses or damages as provided for by law in such circumstances. However, there are some exceptions wherein the Bank will not be liable. For instance:

- a. If the failure to complete the transfer is not the Bank's fault (i.e., ship communications issues).
- b. If a Chase ATM or a Network ATM where you are making the transfer does not have enough cash.
- c. If the Chase ATM, Network ATM, point-of-sale ("POS") terminal, or communications terminal used for a purchase transaction was not working properly and you knew about the breakdown when you started the transfer.
- d. If circumstances beyond the Bank's control, or the control of the third party owner of a Network ATM or POS terminal (such as fire or flood), prevent the transfer, despite reasonable precautions that the Bank, or the third party, have taken.

11. Replaced or Reissued Cards (for Navy Cash and Marine Cash Only)

If you provide authorization to a merchant to bill charges on a recurring basis to your NC/MC Card's Strip Account, and if a replacement NC/MC Card or a reissued NC/MC Card has been issued to you, you must provide that merchant with your new NC/MC Card's account number and/or expiration date in order for the merchant to continue to bill the recurring charges to your NC/MC Card's Strip Account.

12. Stop Payments; Dispute Resolution (for Navy Cash and Marine Cash Only)

Since all purchase transactions for the NC/MC Card, including signature purchase transactions, are immediately charged to your Strip Account, a stop payment is not available to you in connection with such transactions. If your dispute involves a purchase made as part of a signature purchase transaction, the Bank will deal with that complaint in the same manner as it would deal with it had the transaction involved the use of a credit card.

13. Governing Law; Severability

Any dispute arising from or related to your NC/MC Card or Visitor Card shall be governed by applicable federal law and regulation, Federal Reserve Bank rules and Operating Circulars, local clearinghouse rules, and Automated Clearing House Rules. The terms and conditions of this Cardholder Agreement may vary according to applicable law or regulation to the maximum extent permitted under any such law or regulation. Any provision of applicable law or regulation that cannot be varied by agreement or notice shall supersede any conflicting term of this Cardholder Agreement. Any provisions of this Cardholder Agreement that may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Cardholder Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. Funds in the Chip Account and Strip Account are insured by the Federal Deposit Insurance Corporation up to the amount provided by applicable law.

14. Amendments and Notices

This Cardholder Agreement may be changed at any time after providing twenty-one (21) days advance notice via Navy Plan of the Day notes. If you use your NC/MC Card or Visitor Card after the notice of change, you will have agreed to the changes. All notices and amendments to this Cardholder Agreement will also be communicated via a URL link posted online at the Navy Cash website www.navycash.com.