

Prepaid Account Examination Procedures

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These procedures should be used to examine institutions that offer prepaid accounts for compliance with required disclosures and protections afforded to prepaid account holders (including government benefit accounts and payroll card accounts). Examiners should complete a risk assessment, conduct necessary scoping, and use these procedures, in conjunction with the compliance management system review procedures, to conduct a prepaid examination.

These prepaid account procedures include guidance for all types of covered prepaid accounts, including government benefit accounts and payroll card accounts. The examination procedures contain a series of modules, grouping similar requirements together. Depending on the scope of the examination, and in conjunction with the compliance management system and consumer complaint responses review procedures, each examiner will cover parts of one or more of the following modules. Module 8 – UDAAP and Examiner’s Summary is a required module and must be completed. The modules include:

1. Pre-Acquisition Disclosures
2. Initial Disclosures
3. Periodic Statements and the Periodic Statement Alternative
4. Error Resolution and Limitations on Liability
5. Receipts at electronic terminals, Preauthorized EFTs, and Access Devices
6. Compulsory Use, Submission of Agreements, and Record Retention
7. Overdraft Credit Features
8. UDAAP and Summary

Prepaid Account Examination Objectives

1. To assess the quality of the regulated entity’s compliance risk management systems, including internal controls and policies and procedures, for preventing violations of Federal consumer financial law in its prepaid account business.
2. To identify acts or practices that materially increase the risk of violations of Federal consumer financial law and associated harm to consumers in connection with prepaid accounts.
3. To gather facts that help to determine whether a supervised entity engages in acts or practices that are likely to violate Federal consumer financial law in connection with prepaid accounts.
4. To determine, in consultation with CFPB headquarters, whether a violation of a Federal consumer financial law has occurred and whether further supervisory or enforcement actions are appropriate.

Background

Regulatory History

On October 5, 2016, the Consumer Financial Protection Bureau (CFPB or Bureau) issued a final rule to create comprehensive protections for prepaid accounts under Regulation E, which implements the Electronic Fund Transfer Act (EFTA), and Regulation Z, which implements the Truth in Lending Act (TILA) (2016 Final Rule) (81 FR 83934) (November 22, 2016). On April 20, 2017, the Bureau issued a final rule delaying the general October 1, 2017 effective date in the 2016 Final Rule to April 1, 2018 (the April 2017 Effective Date Delay) (82 FR 18975) (April 25, 2017). On January 25, 2018, the Bureau issued a final rule amending and clarifying certain provisions of Regulation E and Regulation Z related to prepaid accounts and extending the 2016 Final Rule’s effective date to April 1, 2019 (the 2018 Prepaid Amendments) (83 FR 6364) (February 13, 2018). Collectively, the 2016 Final Rule, the April 2017 Effective Date Delay, and the 2018 Prepaid Amendments are referred to as the Prepaid Rule.

Effect of the Prepaid Rule on Prepaid Practices

The Prepaid Rule generally extends the requirements set forth in Subpart A of Regulation E to prepaid accounts with some modifications. The rule adds the term “prepaid account” to the definition of “account” in Regulation E. The Prepaid Rule also adds tailored provisions governing disclosures, limited liability and error resolution, and access to account information specifically for prepaid accounts, along with new requirements regarding the posting and submission of prepaid account agreements. In addition, the Prepaid Rule addressed regulation of credit features that institutions may offer under certain circumstances in conjunction with prepaid accounts and creates new requirements that apply to hybrid prepaid-credit cards.

Additional guidance and citations are provided in the Supplemental Information attached to these procedures.

Consumer Risks Addressed Outside the Prepaid Rule

To carry out the objectives set forth in the Examination Objectives section, the examination process should also include assessing consumer risks addressed outside the Prepaid Rule. These risks may include potentially unfair, deceptive, or abusive acts or practices (UDAAPs). Examiners should refer to the procedures that address UDAAPs for information about the relevant legal standards and the CFPB's approach to examining for UDAAPs. Because the particular facts and circumstances in a case are crucial to the determination of UDAAPs, examiners should consult with CFPB Headquarters to determine whether the applicable legal standards have been met before a UDAAP violation is cited.

In addition, examiners should consider whether an entity has complied with privacy provisions enacted as part of the Gramm-Leach-Bliley Act (GLBA) and implemented through Regulation P. These provisions impose limitations on when financial institutions can share nonpublic personal information with third parties. They also require under certain circumstances that financial institutions disclose their privacy policies and permit customers to opt out of certain sharing practices with unaffiliated entities.

Management and Policy-Related Examination Procedures

1. Through a review of all available information (*e.g.*, board minutes, management reports, monitoring reports, etc.) and discussions with management, determine that the board and management have set clear expectations about compliance with Federal consumer financial law, including Regulation E and Regulation Z (as applicable), not only within the entity but also concerning key business partners, agents, correspondent banks, and software providers, to the extent relevant.

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2. Through a review of all available information (*e.g.*, written policies and procedures, management's self-assessments, customer complaints, prior examination reports, and any compliance audit material, including workpapers and reports), determine whether:
 - a. There are any weaknesses or other risks in the business model.
 - b. The scope of the audit addresses all provisions of Regulation E and Regulation Z (as applicable).
 - c. The scope of the audit addresses all key business processes and functions, including those carried out by third-party service providers or key business partners, as appropriate.
 - d. Management has taken corrective actions to follow up on previously identified deficiencies.

- e. As applicable, testing includes risk-based samples covering product types and decision centers.
- f. There is an audit trail that supports the findings and conclusions of the work performed.
- g. Significant deficiencies and their causes are included in reports to management and/or to the board of directors or principal(s).
- h. The frequency of review is appropriate.

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3. Through discussions with management and review of available information, determine whether the entity's internal controls are adequate to ensure compliance with respect to the Regulation E and Regulation Z (as applicable) area(s) under review. Consider among other things:
 - a. Organizational charts;
 - b. Process flowcharts;
 - c. Board minutes, annual reports, or equivalent to the extent available;
 - d. Relevant management reporting;
 - e. Policies and procedures;
 - f. Periodic review, reporting cycles;
 - g. Account (if applicable) and transaction documentation;
 - h. Checklists;
 - i. Computer program documentation; and
 - j. Complaints.

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4. Through a review of the entity's training materials and discussions with management, determine whether:
 - a. The entity provides appropriate training to employees and other persons responsible for Regulation E and Regulation Z (as applicable) compliance and operational procedures.
 - b. The training is comprehensive and covers the sections of Regulation E and Regulation Z (as applicable) that apply to the individual entity's prepaid product offerings and operations including, to the extent appropriate, those functions carried out by third-party service providers or other business partners, such as agents and correspondent banks.

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Transaction-Related Examination Procedures

As applicable, conduct transaction testing using the following examination procedures:

Obtain all available information as it relates to the entity’s prepaid account program. Examples of this include but are not limited to:

- a. List of divisions or departments involved in offering or providing prepaid accounts (*e.g.*, retail, high net worth, bill payment, payroll card, online or mobile banking, government benefits, and foreign exchange and/or treasury departments);
- b. Prepaid account products offered;
- c. Disclosure forms (short and long forms and initial disclosures) in all languages (as applicable);
- d. List of all third-party service providers or business partners involved in prepaid accounts, including correspondent banks, payment networks, payment processors, software providers, program managers, retail sales agents, agents in the U.S., or similar entities;
- e. Change-in-terms notices;
- f. Applicable documentation related to prepaid account operations (*e.g.*, transaction logs, periodic statement or periodic statement alternative, service provider agreements (including those allocating compliance responsibilities), advertising and marketing material including any done in foreign languages, and overdraft credit feature disclosures / details (as applicable));
- g. Procedural manuals and written policies;
- h. Error resolution files (including limited liability files);
- i. Foreign language prepaid services and products; and
- j. Consumer complaint files.

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Definition of Prepaid Account

Confirm that the product in question meets the definition of “prepaid account” in the Prepaid Rule. A consumer asset account that is established primarily for personal, family, or household purposes and is not held by a financial institution under a bona fide trust agreement is a prepaid account if it meets any of the following four tests:

- a. It is a “payroll card account,” which is an account that is directly or indirectly established through an employer and to which electronic fund transfers (EFTs) of the consumer's wages, salary, or other employee compensation (such as commissions), are made on a recurring basis, whether the account is operated or managed by the employer, a third-party payroll processor, a depository institution or any other person (1005.2(b)(3)(A));
- b. It is a “government benefit account,” which is an account established by a government agency for distributing government benefits to a consumer electronically, such as through automated teller machines or point-of-sale terminals, but does not include an account for distributing needs-tested benefits in a program established under state or local law or administered by a state or local agency (1005.2(b)(3)(B), 1005.15(a)(2));
- c. It is an account that is marketed and labeled as “prepaid” and that is redeemable upon presentation at multiple, unaffiliated merchants for goods or services or usable at automated teller machines (1005.2(b)(3)(C)); or
- d. It is an account: (1) that is issued on a prepaid basis in a specified amount or not issued on a prepaid basis but capable of being loaded with funds thereafter; (2) whose primary function is to conduct transactions with multiple, unaffiliated merchants for goods or services, or at automated teller machines, or to conduct personal transfers; and (3) that is not a checking account, share draft account, or negotiable order of withdrawal account.

NOTE: There are a number of exceptions to the third and fourth tests (1005.2(b)(3)(ii)). A product that meets one of these exceptions may instead be subject to 1005.20, which contains requirements for gift cards and gift certificates as defined in that section.

Module 1 - Pre-Acquisition Disclosures

5. Obtain and review a sample of the entity’s pre-acquisition disclosure forms (short form and long form for the entity’s various prepaid account products. Include disclosures as provided through various channels (*e.g.*, retail acquisitions, other in-person acquisitions, through a website, by telephone, through a mobile phone application, or a text message). Verify that:
 - a. Disclosures are in the appropriate form (written, unless the prepaid account is acquired through electronic means or telephone), and are clear and conspicuous (1005.18(b)(6)(i)(B));
 - b. Text used is in a single, easy-to-read type that is all black or one color on a background that provides a clear contrast to the easy-to-read type (1005.18(b)(7)(ii)(A));
 - c. Pre-acquisition disclosures are given *prior* to acquiring a prepaid account, with limited exceptions (1005.18(b)(1))¹;

¹ These exceptions, where the long form disclosure is not required to be provided prior to the consumer acquiring the prepaid account include the “retail location exception” and prepaid accounts acquired orally by telephone (1005.18(b)(1)(ii) and (iii)).

NOTE: For payroll accounts, the disclosures must be given prior to the consumer electing to be paid via the prepaid card, however it is acceptable for the consumer to have been given the access device (the physical card) earlier (comment 1005.18(b)(1)(i)-1(i)(B)).

- d. Copies of scripts used for oral disclosures comply with the content requirements of the pre-acquisition disclosures; and
- e. The disclosures are in a form that a consumer can keep (with limited exceptions for accounts acquired orally or via the “retail location exception,” as set forth below) (1005.18(b)(6)(ii)).

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- 6. For oral disclosures, verify that the entity provides the short form disclosure and the information required outside but in close proximity to the short form disclosure at the time the consumer acquires a prepaid account by telephone, unless previously provided in writing to that consumer (1005.18(b)(6)(i)(C)).

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- 7. For accounts acquired orally, verify that the entity makes the information in the long form disclosure available both by telephone and on a website and orally discloses this availability to each consumer before acquiring the account while also providing the long form disclosure after the consumer acquires the account (1005.18(b)(1)(iii)).

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- 8. For accounts satisfying the “retail location exception” (1005.18(b)(1)(ii) and (b)(2)(xiii)), verify that the prepaid account access device is contained inside the packaging materials; the short form disclosure is provided on or is visible through the packaging; the short form includes a telephone number and website URL that a consumer may use to access the long form; the long form disclosure is available orally at that telephone number and via the website; and the long form is provided post-acquisition in writing or electronically. (1005.18(b)(6)(i)(C)).

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- 9. For pre-acquisition disclosures provided electronically, verify that the disclosures are viewable regardless of screen size; use machine readable text that is accessible via web browsers or mobile applications, and via screen readers; and are provided in a manner that is reasonably expected to be accessible to the consumer given the way the consumer is

acquiring the prepaid account (1005.18(b)(6)(i)(B)).² Verify that the consumer must view the webpage contained the short form and long form disclosures before choosing to accept the prepaid account (1005.18(b)(1)(i)-2).

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10. Verify that the short form and long form disclosures are segregated from other information and contain only information that is required or specifically permitted (1005.18(b)(7)(iii)).

NOTE: These disclosures can be on the same page or in the same document as other disclosures or information.

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11. Verify that fee names and other terms are used consistently within and across all pre-acquisition disclosures for each prepaid account program (1005.18(b)(8)).

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12. Verify that an entity provides pre-acquisition disclosures in a foreign language if the entity uses that same foreign language in connection with the acquisition of the prepaid account in any of the following circumstances:

- a. The entity principally uses a foreign language on the prepaid account packaging material, as determined with regard to the specific packaging material (1005.18(b)(9)(i)(A));
- b. The entity principally uses a foreign language to advertise, solicit, or market a prepaid account and provides a means in the advertisement, solicitation, or marketing material that the consumer uses to acquire the prepaid account by telephone or electronically (1005.18(b)(9)(i)(B)); or
- c. The entity provides a means for the consumer to acquire a prepaid account by telephone or electronically principally in a foreign language (1005.18(b)(9)(i)(C)).³

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Short Form Disclosure

13. Verify that the short form disclosure includes the name of all “static fees” (explained below) even if the feature for which the fee is charged is not offered or there is no cost to the

² See comment 1005.18(b)(6)(i)(B)-1 for more on reasonable expectations and -2 for more on small screen allowances.

³ Foreign language disclosures are not required for payroll card or government benefit accounts where the foreign language is offered by telephone via a real-time language interpretation service provided by a third-party or by the employer or government agency on an informal or ad hoc basis as an accommodation to the prospective payroll card account or government benefit account holders.

consumer associated with that feature. If the feature is not offered, the entity must disclose the fee amount as “N/A;” if it is offered and there is no charge, entities must disclose the fee amount as zero dollars (comment 1005.18(b)(2)-1). If the fees for any feature could vary, the entity must disclose the *highest* amount the entity could charge for the feature.⁴ Except with regard to the cash reload fee, the short form disclosure must not include third-party fees (1005.18(b)(3)(iv) and (v)). The static fees are:

- a. *Periodic fee* – the fee for holding the prepaid account for a specific time period, using “Monthly fee,” “Annual fee,” or a substantially similar term.
- b. *Per purchase fee* – the fee for making a purchase with the prepaid account using “Per purchase” or a substantially similar term (1005.18(b)(2)(ii)).
- c. *ATM withdrawal fees* – the two fees for withdrawing cash in the United States: the fee charged for such a withdrawal at an ATMs located within the entity’s network, using “ATM withdrawal” and “in-network” or substantially similar terms and the fee charged for such a withdrawal at an ATM outside the entity’s network using “out-of-network” or a substantially similar term (1005.18(b)(2)(iii)).⁵
- d. *Cash reload fee* – the fee for reloading funds in the form of cash into the prepaid account using “Cash reload” or a substantially similar term (1005.18(b)(2)(iv)). The fee may be disclosed using “Cash deposit” if the entity does not permit cash reloads via a third-party reload network but instead permits cash deposits as, for example, in a bank branch (1005.18(b)(2)(iv)-2). The cash reload fee must include the total of all charges that the entity and any third party may charge for a cash reload (1005.18(b)(2)(iv)).⁶

⁴ Generally, the fee amount must be followed by a symbol, such as an asterisk, linked to the statement “This fee can be lower depending on how and where this card is used” or substantially similar language (1005.18(b)(3)(i) and (ii)). The entity must use the same symbol and statement for all fees that could vary, except for a variable periodic fee. For a periodic fee that may vary, the entity may alternatively disclose the highest periodic fee followed by a symbol that is different from the one used for other fees that may vary, such as a dagger, that links to a separate statement disclosing the waiver or reduced fee amount and circumstances under which the reduction or waiver could occur (1005.18(b)(3)(ii)). The linked separate statement, if used, must appear above or in place of the linked statement for other variable fees and may not take up more than one line of text (comment 1005.18(b)(3)(ii)-1).

⁵ If the entity charges the same amount for all withdrawals at ATMs located in the United States it can disclose one fee amount and does not need to include the two tiers “in-network” and “out-of-network” in the short form disclosure (1005.18(b)(3)(iii); comment 1005.18(b)(3)-1.i).

⁶ The cash reload fee includes the cost of adding cash to a prepaid account at a point of sale (POS) terminal, the cost of purchasing an additional card or other device on which cash is reloaded and then transferred to the prepaid account, or any other method a consumer may use to reload cash into the prepaid account (comment 1005.18(b)(2)(iv)-1). Because it is only for cash reloads, it does not include fees for reloading the prepaid account electronically or by check (comment 1005.18(b)(2)(viii)(A)-2.i).

NOTE: An entity is not required to revise its short form disclosure to reflect changes in a third party’s cash reload fee until the entity manufactures, prints, or otherwise produces new prepaid account packaging materials or otherwise updates its short form disclosure (comment 1005.18(b)(3)(v)-1).

- e. *ATM balance inquiry fees* – the two fees for checking prepaid account balances at ATMs in the United States, one disclosing the fee charged for a balance inquiry at an ATM within its network or affiliated network, using “ATM balance inquiry” and “in-network” or substantially similar term and one disclosing a fee charged at an ATM outside its network using “out-of-network” or substantially similar term (1005.18(b)(2)(v)).⁷
- f. *Customer service fees* – the two fees for calling the financial institution about the prepaid account, using “Customer service” or a substantially similar term; and then, for calling an IVR system, “automated” or a substantially similar term; and, for calling a live customer service agent, “live agent” or a substantially similar term. The short form disclosure must also inform the consumer that the fee is charged for each call, using “per call” or a substantially similar term (1005.18(b)(2)(vi)).⁸
- g. *Inactivity fee* – the fee charged for non-use, dormancy, or inactivity of the prepaid account using the term “Inactivity” or substantially similar term while also disclosing the conditions under which the fee will be imposed (1005.18(b)(2)(vii)).

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14. Verify that the short form disclosure includes the following information on additional fee types:
- a. *Disclosure of the number of additional fee types* – “We charge [x] other types of fees” or substantially similar language (1005.18(b)(2)(viii)(A)).⁹ If there are no additional fee types, the entity must disclose “0.”
 - b. *Transitional statement* – If the entity disclosed any additional fees types (pursuant to 1005.18(b)(ix)), the statement “Here are some of them” or substantially similar language after, but on the same line as, the disclosure of the number of additional fee types (1005.18(b)(2)(viii)(B)).

⁷ If the entity charges the same amount for all ATM balance inquiries located in the United States, it can disclose one fee amount and does not need to include the two tiers “in-network” and “out-of-network” in the short form disclosure (1005.18(b)(3)(iii)).

⁸ If the entity charges the same amount for IVR and live agent calls, it can disclose one fee amount without including the two tiers in the short form disclosure (1005.18(b)(3)(iii)). If the entity is providing a short form disclosure for multiple service plans, it only needs to disclose the fee for calling the live agent customer service, using the term “Live customer service” or a substantially similar term and “per call” or substantially similar term (1005.18(b)(2)(vi) and (b)(6)(iii)(B)(2)).

⁹ See comment 1005.18(b)(2)(viii)(A)-2 for more information on what constitutes “additional fee types” and for examples of “additional fee types.”

NOTE: The disclosure of the number of additional fee types, as well as the disclosure of the additional fee types themselves (pursuant to 1005.18(b)(2)(ix)(A)), exclude: static fees (i.e., fees disclosed pursuant to 1005.18(b)(2)(i)-(vii)), fees disclosed outside the short form pursuant to 1005.18(b)(5), and any finance charges imposed in connection with a covered separate credit feature accessible by a hybrid prepaid-credit card as defined in 12 CFR 1026.61 (1005.18(b)(2)(viii) and (ix) and 1005.18(b)(3)(vi)).

- c. *Listing of the fees* –the two additional fee types that generate the highest revenue from consumers for the prepaid account program or across prepaid account programs that share the same fee schedule during the appropriate 24-month period (1005.18(b)(2)(ix)(A)).¹⁰

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15. Verify that the additional fee types listed are the two highest revenue-generating fees within the last 24-month period and if any updates are required. Verify that the additional fee type disclosures are updated within three months of the end of the 24-month period (1005.18(b)(2)(ix)(A) and (E)(1) and (2)).¹¹ Check to see if the “update printing exception” applies if the disclosures are not updated timely (1005.18(b)(2)(ix)(E)(4)). An entity may update more frequently but still must use 24 consecutive months of data and update the disclosure within three months (1005.18(b)(2)(ix)(E)(2); comment 1005.18(b)(2)(ix)(E)(2)-2).

NOTE: A fee schedule change resets the 24-month period for reassessment. The entity must conduct a reassessment prior to implementing a fee schedule change and determine whether it “reasonably anticipates” that the additional fee types will remain compliant. If not, the entity must update the disclosures at that time (1005.18(b)(2)(ix)(E)(3); comment 1005.18(b)(2)(ix)(E)(3)-1).

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16. Verify that the listing of the additional fee types is consistent with the requirements of the Prepaid Rule based on how many fee variations are within the additional fee type and whether the financial institutions is providing the short form disclosure for multiple service plans from one of these options, depending on the fees (1005.18(b)(2)(ix)(C)):
- a. *One fee variation charged under an additional fee type* – must disclose the name of the additional fee type and fee amount. The entity may choose to also disclose the name of the one fee variation (comment 1005.18(b)(2)(ix)(C)-2).

¹⁰ If any entity does not charge any fees other than the ones listed in the static fees, it will not list any additional fees types in the short form disclosure. Further, the Prepaid Rule does not require the entity to include in its determination of additional fee types any fee types that generated less than five percent of total revenue from consumers for the prepaid account program or across prepaid account programs that share the same fee schedule during the relevant period, so it is possible the entity will be required to list fewer than two additional fee types (1005.18(b)(2)(ix)(A) and (B)). An entity may list two fee types, at its election, if less than two fee types generate at least five percent of the total revenue from consumers for the prepaid account program or across prepaid account programs that share the same fee schedule during the relevant period (1005.18(b)(2)(ix)(B); comment 1005.18(b)(2)(ix)(B)-1). Note that, hereafter, each time this guide references the highest revenue-generating fees it refers to total revenue from consumers for the particular prepaid program or across prepaid account programs that share the same fee schedule during the relevant time period.

¹¹ For prepaid account programs created after April 1, 2019 or that lack 24 months of fee revenue data, the entity must disclose the two additional fee types based on the revenue it “reasonably anticipates” the program will generate during the first 24 months (1005.18(b)(ix)(D)(2) and (3)). Existing prepaid account programs must disclose additional fee types based on a 24-month period that begins no earlier than October 1, 2014 (1005.18(b)(ix)(D)(1)).

- b. *Two fee variations charged under an additional fee type* – if exactly two variations, the entity must disclose the name of the additional fee type as well as the names and amounts of both fee variations in a format substantially similar to the two-tiered disclosure of the two fees under ATM withdrawal and Customer service (1005.18(b)(2)(ix)(C) and comment 1005.18(b)(ix)(C)-1.i). If the charge for the two variations is the same, see comment 1005.18(b)(ix)(C)-1.iii and 1005.18(b)(3)(iii).
- c. *More than two fee variations charged under an additional fee type* – The entity must either:
 - i. Disclose the name of the additional fee type and the highest fee amount among the fee variations followed by a symbol linked to a statement explaining that the fee could be lower depending on how and where the card is used (1005.18(b)(2)(ix)(C) and comment 1005.18(b)(2)(ix)(C)-1.ii), or
 - ii. Consolidate the fee variations into two categories and disclose the names of those two categories and fee amounts in a format substantially similar to the two-tiered disclosure of the two fees under ATM withdrawal and Customer service (1005.18(b)(2)(ix)(C); comment 1005.18(b)(ix)(C)-1.i).

NOTE: If the entity provides the short form disclosure for multiple service plans, the entity must disclose the name of the additional fee type and the highest fee amount among the variations (comment 1005.18(b)(2)(ix)(C)-1.iv).

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- 17. Verify that the short form disclosure states either, “You may be offered overdraft/credit after [x] days. Fees would apply” or “No overdraft/credit feature” or substantially similar language depending on if a consumer may be offered a separate credit feature at any point in connection with the prepaid account (1005.18(b)(2)(x)).

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- 18. Verify that the short form disclosure includes a statement that:
 - a. Informs a consumer about whether the prepaid account program is set up to be eligible for FDIC deposit insurance or NCUA share insurance; and
 - b. Directs a consumer to register the prepaid account for insurance and other protections (if applicable).

1005.18(b)(2)(xi)

This language should use the appropriate model language or substantially similar language, which depends on the specific scenario offered with the product, as found in 1005.18(b)(2)(xi)(A) through (E).

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19. Verify that the short form disclosure includes the statement “For general information about prepaid accounts, visit *cfpb.gov/prepaid*” or substantially similar language (1005.18(b)(2)(xii)).

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20. Verify, after determining if the entity is relying on the retail location exception or not, the short form disclosure includes a statement directing the consumer to the long form disclosure:
- a. *If the prepaid product is not relying on the retail location exemption* – “Find details and conditions for all fees and services in [location]” or substantially similar language.
 - b. *If the prepaid product is relying on the retail location exemption* – “Find details and conditions for all fees and services inside the package, or call [telephone number], or visit [website]” or substantially similar language. If an SMS code also fits on the same line of text, an entity may also disclose an SMS code at the end of the statement.
 - i. Verify that the telephone number provided in the statement above provides direct access, for example, if the consumer only navigates one or two prompts to reach the oral version of the long form disclosure (comment 1005.18(b)(2)(xiii)-1).
 - ii. Verify that the website URL provided in the statement above provides direct access to an electronic version of the long form disclosure. The website URL must not exceed 22 characters and must be meaningfully named (1002.18(b)(2)(xiii)). Direct access is not achieved, for example, if the consumer must navigate various other webpages before viewing the long form disclosure (comment 1005.18(b)(2)(xiii)-2).

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21. For short form disclosures provided as part of a payroll card account, verify the disclosure includes one of the following statements, or a substantially similar statement, and appears above the static fees section and in a minimum type size of eight points (or 11 pixels) and appears in a type size no larger than that used for the static fee headings:
- a. *Option 1* – “You do not have to accept this payroll account. Ask your employer about other ways to receive your wages.”
 - b. *Option 2* – “You have several options to receive your wages: [list of options available to consumer]; or this payroll card. Tell your employer which option you choose.”

1005.18(b)(2)(xiv)(A) and 1005.18(b)(7)(2)(B)(iii)

NOTE: In either option, the entity is permitted to provide more specificity as to whom a consumer must ask or inform of his or her choice of wage payment method (comment 1005.18(b)(2)(xiv)(A)-1).

ALSO NOTE: The entity may also choose for payroll card accounts to include a statement in its short form disclosure a statement, up to one additional line of text, directing a consumer to a particular location outside the short form disclosure for information on ways the consumer may access payroll card account funds and balance information for free or for a reduced charge (1005.18(b)(2)(xiv)(B)). This statement must be located below the statements disclosed pursuant to 1005.18(b)(3)(i) and (ii) or, if there are no such statements, above the statement required by 1005.18(b)(2)(x).

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22. For short form disclosures provided for a government benefit account, verify the disclosure includes one of the following or a substantially similar statement and appears above the static fees section and in a minimum type size of eight points (or 11 pixels) and appears in a type size no larger than that used for the static fee headings:
- a. *Option 1* – “You do not have to accept this benefits card. Ask about other ways to receive your benefits.”
 - b. *Option 2* – “You have several options to receive your payments: [list of options available to consumer]; or this benefits card. Tell the benefits office which option you choose.”

1005.15(c)(2)(i)

NOTE: For government benefit accounts, a government agency can choose to include in its short form disclosure a statement, up to one additional line of text and directly below the linked statement for fees that can vary in amount or directly above the statement regarding overdraft/credit features if no linked statement, directing a consumer to a particular location outside the short form disclosure for information on ways the consumer may access government benefit account funds and balance information for free or for a reduced charge (1005.15(c)(2)(ii)).¹²

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23. Verify that written and electronic short form disclosures are in the required format to include:¹³

¹² See Model Form A-10(a) for an illustration of the disclosure.
https://www.consumerfinance.gov/documents/1043/102016_cfpb_PrepaidDisclosures.pdf

¹³ See https://www.consumerfinance.gov/documents/6332/cfpb_prepaid_guide-to-short-form-disclosure.pdf.

- a. Disclosing the static fees and all disclosures regarding additional fee types in the form of a table (1005.15(c)(3); 1005.18(b)(6)(iii)).¹⁴
- b. Specific type size, grouping, and other formatting requirements for the short form disclosure as set forth in 1005.18(b)(6) and (7), including, but not limited to:
 - i. Single, easy-to-read type that is all back or one color and printed on a background that provides a clear contrast (1005.18(b)(7)(ii)(A));
 - ii. Contains only information that is required or specifically permitted by the Prepaid Rule and segregated from other information (1005.18(b)(7)(iii));
 - iii. Minimum type size (1005.18(b)(7)(ii)(B)(1) and (2));
 - iv. Tabular format that is substantially similar to the model form (1005.18(b)(6)(iii)(A));
 - v. Groupings (A-D) as specified (1005.18(b)(7)(i)(A)).
- c. For multiple service plans, the entity may use the regular short form disclosure format for the service plan in which a consumer is initially enrolled (1005.18(b)(6)(iii)(B)(1). Alternatively, for multiple service plans, an entity can make the required fee disclosures in the form of a table with separate columns for each service plan (1005.18(b)(6)(iii)(B)(2)).¹⁵

NOTE: A loyalty plan, where a consumer receives preferred rates or fees for using a non-prepaid service, qualifies as a multiple service plan. Pricing variations based on whether a consumer chooses to use a particular feature of a prepaid account, such as direct deposit, does not qualify as a multiple service plan (comment 1005.18(b)(6)(iii)(B)(2)-1).

[Click&type]

Information Required to be Disclosed Outside but in Close Proximity to the Short Form Disclosure

24. Verify that the entity, at the time that it provides the short form disclosure to the consumer, it also discloses:
 - a. Financial institution's name;¹⁶

¹⁴ Unless an entity is disclosing multiple service plans in a single form, the short form disclosure must be provided in a form substantially similar to Model Forms A-10(a) through (d), as applicable.

¹⁵ If an entity elects to use the separate-column option in the short form disclosure, it must be substantially similar to Model Form A-10(e) (1005.18(b)(6)(iii)(B)(2)).

¹⁶ For government benefit accounts, the name of the entity that directly holds the account or issues the account's access device must be disclosed (comment 1005.15(c)-4).

- b. Name of the prepaid account program;
- c. Purchase price for the prepaid account (if any); and
- d. Activation fee (if any).

1005.18(b)(5)

NOTE: An entity may also choose to disclose the name of the program manager or other service provider involved in the prepaid account program (comment 1005.18(b)(5)-1).

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25. Verify the information in procedure #24 is in close proximity to the short form disclosure, for example:
- a. If the entity provides the short form disclosure online, the information appears on the same web page as the short form disclosure.
 - b. If the entity offers the prepaid account in its own branch locations, it provides the information and the short form disclosure on the exterior of a prepaid card's preprinted packaging materials.
 - c. If the entity provides written short form disclosures in a manner other than on preprinted packaging materials, such as on paper, the information is on the same piece of paper.
 - d. If the entity provides the short form disclosures orally, the information is provided immediately before or after disclosing the fees and information required to be included in the short form disclosure.

Comment 1005.18(b)(5)-2

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26. Verify, for prepaid accounts sold pursuant to the retail location exception, that the purchase price is disclosed either on the exterior of or in close proximity to the access device's packaging material.¹⁷ The other information, discussed in procedure #24, must be disclosed on the exterior of the access device's packaging materials (1005.18(b)(5) and comment 1005.18(b)(5)-2).

[Click&type]

¹⁷ Disclosure of the purchase price on or near the sales rack or display for the packaging material is in close proximity to the short form disclosure (comment 1005.18(b)(5)-2).

Long Form Disclosure¹⁸

NOTE: The long form disclosure is the companion to the short form disclosure and provides more comprehensive fee information, including a list of all fees that may be imposed in connection with the prepaid account.

27. Verify that the first line of the long form disclosure is a title or heading that states the name of the prepaid account program and tells a consumer that the long form disclosure contains a list of all fees for the prepaid account program (1005.18(b)(4)(i) and (b)(7)(i)(B)).

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28. Review the long form disclosure to ensure that it includes all fees that may be imposed in connection with a prepaid account. Verify that the long form disclosure:

- a. Discloses the amount of each fee that may be imposed;
- b. Discloses the conditions, if any, under which the fee may be imposed, waived, or reduced;¹⁹
- c. Does not use any symbols, such as an asterisk, to explain conditions under which any fee may be imposed;
- d. Includes finance charges imposed on the prepaid account in connection with a covered separate credit feature;²⁰
- e. Includes third-party fee amounts known to the entity. If the entity knows that a third-party fee may apply but it does not know the amount of that fee, the entity must include a statement indicating that the third-party fee may apply without specifying the fee amount;²¹
- f. Includes the same information about FDIC or NCUA insurance and registration that is included in the short form disclosure (procedure #18) for the prepaid account program

¹⁸ See generally the sample long form disclosure, Sample Form A-10(f), available at: https://s3.amazonaws.com/files.consumerfinance.gov/f/documents/102016_cfpb_PrepaidDisclosures.pdf. Note that there is a sample form, not a model form, for the long form disclosure.

¹⁹ An entity need not disclose individual fee waivers or reductions granted to a particular consumer or group of consumers on a discretionary or case-by-case basis (comment 1005.18(b)(4)(ii)-2).

²⁰ Finance charges imposed on the covered separate credit feature itself are not included in the long form disclosure's fee table (comment 1005.18(b)(4)(ii)-1).

²¹ An entity is not required to revise the long form disclosure to reflect a change to a third-party fee until it manufactures, prints or otherwise produces new prepaid account packaging materials or otherwise updates the long form disclosure (1005.18(b)(4)(ii)).

and, in addition, includes an explanation of FDIC or NCUA insurance coverage and the benefit of such coverage or the consequence of the lack of such coverage, as applicable;

- g. Includes the same statement about overdraft credit features that is included in the short form disclosure (procedure #17) for the prepaid account program;²²
- h. Includes a statement directing consumers to a telephone number, mailing address, and website for the person or office that a consumer may contact to learn about the prepaid account’s terms and conditions, to obtain prepaid account balance information, to request an account transaction history (if the entity does not provide periodic statements), or to notify the entity when the consumer believes an unauthorized EFT has occurred;
- i. Includes a statement with the following or substantially similar language: “For general information about prepaid accounts, visit *cfpb.gov/prepaid*. If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit *cfpb.gov/complaint*”; and
- j. Includes the Regulation Z application and solicitation disclosures required by 12 CFR 1026.60(e)(1) if, at any point, a covered separate credit feature may be offered in connection with the prepaid account.²³

NOTE: An entity may also choose whether to disclose any service or feature it provides or offers at no charge to the consumer.

1005.18(b)(4)(ii)-(vii)

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- 29. Verify the long form disclosure, when provided in writing or electronically, discloses the fees and conditions under which they may be imposed in the form of a table²⁴ (1005.18(b)(6)(iii)(A)), which includes verifying that:

²² “You may be offered overdraft/credit after [x] days. Fees would apply” or “No overdraft/ credit feature” or substantially similar language depending on whether a consumer may be offered a separate credit feature at any point in connection with the prepaid account (1005.18(b)(2)(x)).

²³ If these Regulation Z disclosures are required to be included, they must appear below the statements directing the consumer to the Bureau’s website and telephone number (comment 1005.18(b)(5)-2) and must be provided in accordance with the requirements for such disclosures set forth in 12 CFR 1026.60 and, to the extent possible, on the same page as the other fees and statements in the long form disclosure (1005.18(b)(4)(vii); comment 1005.18(b)(4)(vii)-1). Also, an entity is not required to revise the long form disclosure to reflect a change in the fees or other terms included in the Regulation Z disclosures until it manufactures, prints or otherwise produces new prepaid account packaging materials or otherwise updates the long form disclosure (1005.18(b)(4)(vii)).

²⁴ If providing a long form disclosure for multiple service plans, the entity must present the fees and conditions under which each fee may be imposed in the form of a table for all service plans (1005.18(b)(6)(iii)(B)(3)).

- a. The fees and conditions under which they may be imposed are generally grouped together;
- b. The fees are organized under subheadings by the “categories of functions” for which they may be imposed;
- c. The conditions are disclosed in close proximity to the fee amount;
- d. The statements are generally grouped together and appear below the table containing the fees and conditions; and
- e. The minimum type size is eight points (or 11 pixels).

1005.18(b)(7)(i)(B) and (b)(7)(ii)(C)

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Disclosures on the access device

30. Verify that the entity includes the following two disclosures on the card or other access device:²⁵
- a. The entity’s name. For a government benefit account, the name of the entity that directly holds the account or issues the account’s access device is disclosed (comment 1005.15(f)-1); and
 - b. A telephone number and a website URL that the consumer can use to contact the entity about the prepaid card (*e.g.*, to learn about the terms and conditions, obtain account balance information, request an account transaction history, or notify the entity of an unauthorized transaction) (comment 1005.18(f)-3).

1005.18(f)(3)

NOTE: If an entity does not provide a physical access device for a prepaid account, these disclosures must appear on the website, mobile application, or other entry point that a consumer must visit to access the prepaid account electronically (1005.18(f)(3)).

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²⁵ Placing these disclosures on the packaging or other material (such as terms and conditions document) that accompanies the card or device or on a sticker or label affixed to the card or device is not sufficient (comment 1005.18(f)-3).

Module 2 - Initial Disclosures and Change-in-Terms Notices

Initial Disclosures

31. Verify that the entity provides the Regulation E initial disclosures in writing (or electronically if the entity complies with the E-Sign Act) that are clear, readily understandable, and provided in a form the consumer may keep, at the time a consumer contracts for an EFT service or before the first EFT is made involving the consumer's account (1005.4(a)(1) and 1005.7(a)).

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32. Verify that the content of the initial disclosures includes all of the information required in the long form disclosure for the prepaid account as well as the information required to be included in the initial disclosures for other accounts subject to Regulation E, including:

- a. *Liability of consumers for unauthorized EFTs* – a summary of the consumer's liability for unauthorized EFTs (1005.7(b)(1)).²⁶

NOTE: For prepaid account programs that do not have a consumer identification and verification process, describe its error resolution process and limitations on consumers' liability for unauthorized transfers or, if none, state that there are no such protections, the entity is required only to comply with the process (if any) it discloses (1005.18(d)(1)(ii)).

- b. *Telephone number and address* – the telephone number and address of the person or office to be notified when the consumer believes an unauthorized EFT has been or may be made on the prepaid account (1005.7(b)(2)).
- c. *Business days* – the entity's business days (1005.7(b)(3)).
- d. *Types of EFTs the consumer may make and limitations on frequency and dollar amount of EFTs* (1005.7(b)(4)).
- e. *Fees and other information required to be in the long form disclosure* – for prepaid accounts, initial disclosures must include all of the information required to be included in the long form disclosure (procedure #28), including all fee information (*i.e.*, information about all fees that the entity may charge, not just fees for EFTs or the right to make EFTs) (1005.7(b)(5); 1005.18(f)(1); comment 1005.18(f)-1).
- f. *Documentation* – a summary of the consumer's right to receipts and periodic statements and notices regarding preauthorized EFTs under Regulations E (1005.7(b)(6)).

²⁶ If the entity does not impose any liability on the consumer, it does not need to provide the liability disclosure. If it later decides to impose liability, it must first disclose a summary of the consumer's liability (comment 1005.7(b)(1)-1).

- g. *Stop Payment* – a summary of the consumer’s right to stop payment of a preauthorized EFT and the procedure for placing a stop-payment order (1005.7(b)(7)).
- h. *Liability of institution* – a summary of the entity’s liability to the consumer under section 910 of EFTA for failure to make or to stop certain EFTs (1005.7(b)(8)).
- i. *Confidentiality* – the circumstances under which, in the ordinary course of business, the entity may provide information concerning the consumer’s account to third parties, including the entity’s affiliates (1005.7(b)(9)).
- j. *Error Resolution* – an error resolution notice that is substantially similar to Model Form A-3.

NOTE: For prepaid accounts that do not have a consumer identification and verification process, the entity must provide a description of any error resolution process that applies to the prepaid account. If the entity does not provide any error resolution protections, the initial disclosures must state that there are no such protections (1005.18(d)(1)(ii)).

- k. *ATM fees* – a notice that a fee may be imposed by an ATM operator for an EFT or for a balance inquiry, and by any network used to complete the transaction (1005.7(b)(11)).

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33. Determine if the entity relies on the alternative to providing periodic statements for prepaid accounts. If the entity uses the alternative to providing periodic statements, verify that the initial disclosures inform the consumer how to access prepaid account information and includes:

- a. A telephone number that a consumer may call to obtain the account balance;
- b. The means by which a consumer can obtain an electronic account transaction history, such as the address of a website; and
- c. A summary of a consumer’s right to receive written account transaction history upon request, including a number to call to request a history.

1005.18(d)(1)(i)

NOTE: For prepaid accounts other than government benefits accounts, an entity may make these modified disclosures by providing a notice substantially similar to Model Clauses A-7(a) (1005.18(d)(1)(i)). For government benefit accounts, the government agency may make these disclosures by providing a notice substantially similar to Model Clauses A-5(a) (1005.15(e)(1)(i)).

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34. If the entity uses the alternative to providing periodic statements, verify that it provides a modified error resolution notice substantially similar to the notice contained in Model Clauses A-7(b) (1005.18(d)(1)(ii)).

NOTE: For government benefit accounts, the government agency must provide a notice that is substantially similar to the notice in Model Clauses A-5(b) (1005.1(e)(1)(ii)).

[Click&type]

Change-in-terms notices

35. Determine if the entity mailed or delivered a change-in-terms notice, as required, to the consumer when:

- a. A term or condition required to be disclosed in the initial disclosures (including any of the information required in the long form disclosure changes); and
- b. The change results in any of the following:
 - i. *Increased fees for the consumer.* The Prepaid Rule requires that the initial disclosures for a prepaid account include all of the information required to be disclosed in the long form disclosure. As a result, a change-in-terms notice for a prepaid account is required under Regulation E if an entity adds or increases a fee (1005.18(f)(1) and (2)).²⁷
 - ii. *Increased liability for the consumer.*
 - iii. *Fewer types of available EFTs.*
 - iv. *Stricter limitations on the frequency or dollar amounts of EFTs.*

1005.8(a)(1) and 1005.18(f)(2); 1005.15(f) for government benefit accounts

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36. Verify that the entity mailed or delivered in writing, or electronically if it complies with the E-Sign Act, any change-in-terms notice required under Regulation E (procedure #35) at least

²⁷ The Prepaid Rule does not require an entity to provide a change-in-terms notice under Regulation E solely to reflect a change to a third-party fee, though fees charged by a service provider for a service performed on behalf of the entity are not third-party fees (comment 1005.18(b)(4)(ii)-4). Similarly, if the entity is required to include Regulation Z disclosures for a separate covered credit feature in the long form disclosure and initial disclosures, the entity is not required to provide a change-in-terms notice under Regulation E solely to reflect a change in the fees or terms imposed on the separate credit feature, unless a finance charge imposed on the prepaid account is added or increased; however, a change-in-terms notice may otherwise be required under Regulation Z (comment 1005.18(b)(4)(ii)-1 and (f)-2).

21 days before the effective date of the change in a clear and readily understandable form the consumer can keep (1005.8(a)(1) and 1005.4(a)(1)).²⁸

NOTE: The notice may appear on a periodic statement, or can be given by sending a copy of a revised disclosure statement if the entity directs the consumer's attention to the change or changes (comment 1005.8(a)-1).

NOTE ALSO: The cancelation of an access device, such as a prepaid card, or the closing of some of the financial institution's ATMs does not require a change-in-terms notice under Regulation E (comment 1005.8(a)-2).

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Module 3 - Periodic Statements and the Periodic Statement Alternative

37. Determine if the entity either provides a periodic statement (procedure #38) or makes certain account information available to consumers under the periodic statement alternative (procedure #40) (1005.9(b); 1005.18(c)(1)).

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38. If the entity provides a periodic statement, verify that it is in writing, and sent for each monthly cycle in which an EFT has occurred and at least quarterly if no EFT has occurred (1005.9(b)).²⁹

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39. Verify the periodic statement includes, as applicable:

- a. For each EFT occurring during the statement cycle:
 - i. The amount of the EFT;
 - ii. The date the EFT was credited or debited to the prepaid account;
 - iii. The type of EFT and type of account to or from which the funds were transferred;

²⁸ If an immediate change in the terms or conditions is necessary to maintain or restore the security of a prepaid account or an EFT system, an entity does not need to give prior notice of the change. If the entity makes the change permanent and disclosure would not jeopardize the security of the account or system, the entity must notify the consumer in writing of the change on or with the next regularly scheduled periodic statement or within 30 days of making the change permanent (1005.8(a)(2)).

²⁹ An entity may comply with the "in writing" requirement by providing an electronic statement to the consumer provided that the entity also complies with the E-Sign Act (1005.4(a)(1)).

- iv. If the EFT (other than a deposit of cash or check, a draft, or similar paper instrument) was initiated by the consumer at an electronic terminal, the terminal location (or an identification such as a code or terminal number) where the EFT was initiated; and
 - v. The name of any third party to or from whom funds were transferred (1005.9(b)(1)).
- b. The prepaid account number (1005.9(b)(2)).
- c. The amount of any fee assessed against the prepaid account during the statement cycle (1005.9(b)(3); 1005.18(c)(4)).³⁰
- d. The balance in the account at the beginning of the statement period and the balance at the end of the statement period (1005.9(b)(4)).
- e. The address and telephone number that a consumer can use for inquiries or notices of error. The address and phone number must be preceded by “Direct inquiries to” or similar language (1005.9(b)(5)).
- f. If an entity uses the telephone notice option for preauthorized EFTs pursuant to 1005.10(a)(1)(iii), a telephone number that the consumer can call to determine if preauthorized EFTs to the prepaid account have occurred (1005.9(b)(6)).
- g. A summary total of the account of all fees assessed by the entity against the consumer’s prepaid account for the prior calendar month and for the calendar year to date (1005.18(c)(5)).³¹

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40. If the entity does not furnish a periodic statement for a prepaid account, verify that it instead makes available or provides (as applicable) all of the following:³²

³⁰ Unlike the Regulation E requirement for other accounts, the requirement to include the amount of any fee assessed against a prepaid account during the statement cycle is not limited to fees for EFTs, fees for the right to make EFTs, or account maintenance fees.

³¹ These totals must be displayed on any periodic statements as well as on any account transaction histories an entity provides or makes available (1005.18(c)(5)). An entity may, but is not required to, include third-party fees in the summary totals and may choose to inform consumers of third-party fees such as by providing a disclaimer that the summary does not include certain third-party fees, or to explain when third-party fees may occur, or through some other method (comment 1005.18(c)-8.ii). An entity also may choose to include sub-totals of the types of fees that make up the summary totals, as long as it also presents the combined totals of all fees (comment 1005.18(c)-9).

³² If, on April 1, 2019, an entity does not have readily accessible data necessary to make available or provide an account transaction history for 12 or 24 months (as applicable), it can instead make available or provide the history for the time period it has until it has accumulated the data necessary to comply in full with the rule. All entities must comply no later than April 1, 2020 for electronic account transaction history and no later than April 1, 2021 for written account transaction history (comment 1005.18(h)-6.i). For summary totals, if the entity does not have the data necessary to calculate the summary totals of fees, it may use the data it has until it accumulates the data necessary to display the summary totals as required by 1005.18(c)(5) (comment 1005.18(h)-6.ii). For year-to-date totals in 2019, the entity may use April 1, 2019 as the year-to-date, rather than January 1, 2019,

- a. *Account balance information* – the entity must make a consumer’s prepaid account balance available through a readily available telephone line (1005.18(c)(1)(i)).

NOTE: For government benefit accounts, the account balance must also be made available at a terminal, such as by providing balance information at a balance inquiry terminal, or providing it, routinely or upon request, on a terminal receipt (1005.15(d)(1)(i)).

- b. *Electronic account transaction histories* – the entity must make available an electronic account transaction history that covers at least 12 months preceding the date on which the consumer electronically accesses the prepaid account (1005.18(c)(1)(ii); for government benefit accounts 1005.15(d)(1)(ii)).³³

NOTE: Electronic account transaction histories must display all of the information required to be included in periodic statements for prepaid accounts, including the amount of any fees assessed against the account and the summary totals of all fees assessed by the entity against the account for the prior calendar month and calendar year to date (see procedure #39; 1005.18(c)(3) through (5)). The electronic history must be made available in a form consumers may keep. Financial institutions may satisfy this requirement if they make the electronic history available in a format that is capable of being retained, such as on a website in a format that is capable of being printed or stored electronically using a web browser (comment 1005.18(c)-2).

- c. *Written account transactions histories* – the entity must provide a written account transaction history for a prepaid account promptly in response to the consumer’s oral or written request, covering at least 24 months preceding the date the entity receives the consumer’s request for the written account history, and that displays all of the information required to be included in periodic statements (see procedure #39; 1005.18(c)(1)(iii); for government benefit accounts 1005.15(d)(1)(iii)).³⁴

NOTE: For prepaid accounts other than payroll card accounts and government benefit accounts, an entity is not required to provide a written account transaction history for a

provided this is disclosed to the consumer. Starting January 1, 2020, year-to-date fees must be displayed for the calendar year (comment 1005.18(h)-6.ii).

³³ If a prepaid account has been open for fewer than 12 months, the entity need only provide the electronic history for the period since the time of account opening. If a prepaid account is closed or becomes inactive, as defined by the entity, the entity does not need to make an electronic account history available for that prepaid account. However, if an inactive prepaid account becomes active, the entity must again make available 12 months of electronic account transaction history (comment 1005.18(c)-4).

³⁴ An entity may provide fewer than 24 months of written account transaction history if a consumer requests a shorter time period or if the account has been open for fewer than 24 months, providing only the written history for the period since account opening. Even if a prepaid account is closed or becomes inactive, an entity must continue to provide a written account transaction history covering at least 24 months prior to the date the entity receives the consumer’s request. However, when the account has been closed or inactive for 24 months or longer, an entity is no longer required to provide written account transaction histories (comment 1005.18(c)-5).

prepaid account if the entity has not completed its consumer identification and verification process for that prepaid account (1005.18(c)(2)).

NOTE ALSO: An entity may only charge a fee if the consumer's request exceeds the requirements of the Prepaid Rule (e.g., an account history for longer than 24 months; automatic mailing of written account transaction histories on a periodic basis; multiple requests within a single month (for the subsequent requests) (comment 1005.18(c)-3).

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Module 4 - Error Resolution and Limitations on Liability

41. Determine if the entity has a consumer identification and verification process for the prepaid account program. If it does not have this process, the program is not a payroll card account or government benefit card account program, and the program:
- a. Provides the alternative initial disclosure required pursuant to the Prepaid Rule (procedure #32; 1005.18(d)(1)(ii); (e)(ii)(C)) and,
 - b. Complies with the error resolution process and limitations on liability (if any) it has disclosed (procedure #32; 1005.18(e)(3)(ii)(C)).

The entity is not required to comply with the error resolution and limitations on liability provisions of Regulation E with respect to that program. Document this fact and skip the rest of this Module for that program.

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If the entity is required to comply with the error resolution and limitations on liability provisions of Regulation E, complete procedures #42-49.

NOTE: For an individual account, the entity is not required to comply with Regulation E's error resolution and limitation of liability provisions until it has successfully completed its consumer identification and verification process for that account (1005.18(e)(3)). An entity that collects and verifies consumer identifying information, or that obtains such information after it has been collected and verified by a third party, prior to or as part of the account acquisition process, is deemed to have successfully completed its consumer identification process with respect to that account (comment 1005.18(e)-6).

42. Verify the entity does not delay completing its consumer identification and verification process or refuse to verify a consumer's identity based on the consumer's assertion of an error (comment 1005.18(e)-5).

[Click&type]

Limited Liability

43. Review the entity’s policies and procedures on limited liability to ensure compliance either with 1005.6(b) timing requirements³⁵ and notice to the entity or (if the entity has provided the periodic statement alternative disclosures described in 1005.18(c)(1)) by limiting the consumer’s liability for any unauthorized EFT reported by the consumer within 120 days after the EFT was credited or debited to the consumer’s prepaid account (1005.18(e)(1); for government benefit accounts 1005.15(e)(3)). Verify, through transaction testing, that policies and procedures are followed.³⁶

NOTE: For prepaid accounts that are not payroll card accounts or government benefit accounts, the entity is not required to comply with the liability limits in 1005.6 for any prepaid account for which it has not successfully completed its consumer identification and verification process (1005.18(e)(3)).

[Click&type]

44. Verify the entity has provided the following written (or electronic, if the entity complies with the E-Sign Act) disclosures, required as part of the initial disclosures (procedure #5), to the consumer in order to impose any consumer liability for an unauthorized EFT:

- a. A summary of the consumer’s liability for unauthorized EFTs;
- b. A telephone number and address for reporting that an unauthorized EFT has been or may be made; and
- c. The entity’s business days.

1005.6(a), 1005.7(b)(1)-(3)

If the unauthorized EFT involved an access device, such as a prepaid card, verify two additional conditions are met for those transactions before the entity imposes liability on the consumer:³⁷

³⁵ Generally the 60- day period for reporting is the earlier of (a) the date the consumer electronically accesses the consumer’s account, provided that the electronic history made available to the consumer reflects the unauthorized, or (b) the date the entity sends a written history of the consumer’s account transactions requested by the consumer in which the unauthorized transfer is first reflected (1005.18(e)(1)).

³⁶ An entity that follows the periodic statement alternative and chooses to investigate notices of error provided up to 120 days from the date a transaction has posted to a consumer’s account may still disclose the error resolution time period otherwise required by the Prepaid Rule (as set forth in paragraph (b) of Model Clauses A-7). Similarly, the summary of the consumer’s liability in the initial disclosures may disclose that liability is based on the consumer providing notice of error within 60 days of the consumer electronically accessing an account or receiving a written history reflecting the error, even if, for some or all transactions, the entity allows a consumer to assert a notice of error up to 120 days from the date of posting of the alleged error (comment 1005.18(e)-1).

³⁷ Also consult procedure #55 as it relates to the issuance of an access device.

- a. *The access device is an accepted access device* – an access device becomes an accepted access device when the consumer requests and receives the access device, signs it, or uses (or authorizes someone else to use) it to transfer money or obtain money, property, or services. An access device also becomes an accepted access device when the consumer requests validation of an access device issued on an unsolicited basis or received an access device in renewal of or substitution for an accepted access device from either the entity that initially issued the device or a successor (1005.2(a)(2)).
- b. *The entity provided a means to identify the consumer to whom the access device was issued* – an entity may use various means for identifying the consumer, such as electronic or mechanical confirmation (e.g., a PIN) or comparison of the consumer’s signature, fingerprint or photograph (comment 1005.6(a)-1).

1005.6(a)

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Procedures for resolving errors

- 45. Review the entity’s policies and procedures on error resolution ensuring compliance including investigating and responding to a “notice of error” about a consumer’s account within certain timeframes (1005.11). Verify, through transaction testing, that policies and procedures are followed.

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- 46. Verify that an entity initiates an investigation of “errors.” An error includes any of the following:
 - a. An unauthorized EFT.³⁸
 - b. An incorrect EFT to or from a consumer’s account (e.g., transfer for an incorrect amount).
 - c. Omission of an EFT from a periodic statement.
 - d. An entity’s computational or bookkeeping error relating to an EFT.
 - e. A consumer’s receipt of an incorrect amount of money from an electronic terminal (e.g., an ATM).
 - f. An EFT not identified in accordance with Regulation E.

³⁸ An entity is required to comply with the error resolution procedures when a consumer reports a lost or stolen access device if the consumer also alleges possible unauthorized use as a consequence of the loss or theft (comment 1005.11(a)-3).

- g. A consumer's request for certain documentation required under Regulation E (e.g., a periodic statement, receipt, written account transaction history), or for additional information or clarification concerning an EFT.

1005.11(a)(1)³⁹

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47. Verify that the entity initiates an investigation once it has received a notice that satisfies all of the following:

- a. Enables the entity to identify the consumer's name and account number;
- b. Indicates why the consumer believes an error exists and includes, to the extent possible, the type, date, and amount of the error; and
- c. Is received within the time period specified in Regulation E.
 - i. If an entity provides periodic statements for a prepaid account, it must comply with Regulation E's error resolution procedures if it receives notice not later than 60 days after sending the periodic statement first reflecting the alleged error (1005.11(b)(1)(i)).
 - ii. If the entity relies on the periodic statement alternative for a prepaid account, it must comply with Regulation E's error resolution procedures if it receives notice by the earlier of:
 - i. 60 days after the date a consumer electronically accesses the consumer's account, provided that the electronic account transaction history made available to the consumer reflects the alleged error.⁴⁰
 - ii. 60 days after the date the entity sends, in response to a consumer's request, the first written account transaction history reflecting the alleged error.

1005.18(e)(2)(i)

- iii. Alternatively, an entity that relies on the periodic statement alternative may choose to comply with amended Regulation E by investigating notices of error received within 120 days after the EFT allegedly in error was credited or debited

³⁹ See 1005.11(a)(2) for examples of what the term "error" does not include.

⁴⁰ See comment 1005.18(e)-2 for specifics on what does and does not constitute "electronically accessing" the consumer's prepaid account.

to the consumer's prepaid account (1005.18(e)(2)(ii); for government benefit cards 1005.15(e)(4)).

- iv. When a notice of error is based on documentation or clarification that the consumer previously requested under Regulation E's error resolution procedures, the consumer's notice of error is timely if the entity receives it no later than 60 days after the entity sent the documentation or clarification that the consumer requested (1005.11(b)(3)).

NOTE: The Prepaid Rule modifies Regulation E to specify timeframes that apply if an entity relies on the periodic statement alternative and to provide an alternative "safe harbor" timeframe for an entity that relies on the periodic statement alternative, as described above. An entity may disclose to prepaid account holders the entity will investigate any notice of error provided within 60 days or provide that liability be limited for notices of error received within 60 days, even if for some or all transactions, the entity allows a consumer to assert a notice of error up to 120 days from the date of positing of the alleged error (comment 1005.18(e)-1).

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48. Verify that after receiving a proper notice of error from a consumer, the entity does all of the following:

NOTE: For prepaid accounts that are not payroll card accounts or government benefit accounts, the entity is not required to comply with the error resolution requirements in 1005.11 for any prepaid account for which it has not successfully completed its identification and verification process with respect to the prepaid account (1005.18(e)(3)).

- a. *Promptly investigates the oral or written notice of error* – the entity must investigate to determine whether an error occurred and may not delay initiating or completing an investigation pending receipt of written confirmation of an oral notice of error (1005.11(c); comment 1005.11(b)(1)-2).
- b. *Within the required timeframe, completes its investigation and determines whether an error occurred* – generally the entity must complete its investigation and determine whether an error occurred within 10 business days (1005.11(c)(1)). However:
 - i. The entity may take up to 45 days to complete its investigation if it:
 - Provisionally credits the amount of the alleged error to the consumer's account within 10 business days of receiving the notice of error, including interest where applicable,⁴¹

⁴¹ An entity can withhold a maximum of \$50 if it has a reasonable basis for believing an unauthorized EFT has occurred and the entity has provided the required disclosures. If the unauthorized EFT involved an access device, the access devices must be an

- Informs the consumer, within two business days after the provisional crediting, of the amount and date of the credit; and
- Gives the consumer full use of the funds during the investigation.⁴²

1005.11(c)(2)

- c. *Correct the error, if any, within one business day after determining that an error has occurred* – including crediting of interest and refunding of fees, if applicable (1005.11(c)(1); comment 1005.11(c)-6).
- d. *Report the results of its investigation to the consumer within three business days after completing its investigation* – including if the provisional credit has been made final, should the entity determine the alleged error occurred, as applicable (1005.11(c)(2)(iii) and (iv)). If the entity determines no error occurred or the error occurred in a different manner or amount, the entity must also include a written explanation of its findings and a notice of the consumer’s right to request the documents upon which the entity relied in making its determination. Upon request, the entity must promptly provide those documents to the consumer (1005.11(d)).⁴³ Additionally, if the entity debits a provisionally credited amount, it must notify the consumer of the date and amount of the debit and of the fact that the entity will honor checks, drafts, or similar instruments payable to third parties and preauthorized EFTs from the consumer’s account for five business days after the notification (1005.11(d)(2)).⁴⁴

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49. Verify that the entity mails or delivers to a consumer, at least once each calendar year, an error notice substantially similar to the applicable Model Form (see below for details) for accounts to or from which EFTs can be made (1005.8(b)).
 - a. If the entity provides periodic statements, the notice must be substantially similar to paragraph (a) of Model Form A-3.

accepted device, and the entity must provide a means to identify the consumer in order for the entity to withhold \$50 (1005.11(c)(2); 1005.6(a)).

⁴² A entity need not provisionally credit the prepaid Account to take up to 45 days to complete its investigation if the entity requires but does not receive written confirmation of an oral notice of error within 10 business days, or if the alleged error involves an account subject to Regulation T, 12 CFR part 220 (credit by brokers and dealers) (1005.11(c)(2)(i)).

⁴³ See 1005.11(e) for additional information on reinvestigation requirements.

⁴⁴ Alternatively, an entity may notify the consumer that the consumer’s account will be debited five business days from the transmittal of the notice, provided that the notice tells the consumer the calendar date that the entity will debit the amount (comment 1005.11(d)(2)-1).

- b. If the entity relies on the periodic statement alternative (see procedure #40) and the account is a government benefit account, the notice must be substantially similar to paragraph (b) of Model Clauses A-5 (1005.15(e)(2)).
- c. If the entity relies on the periodic statement alternative (see procedure #40) and the account is any other type of prepaid account (*i.e.*, not a government benefit account), the notice must be substantially similar to paragraph (b) of Model Clauses A-7 (1005.18(d)(2)).
- d. An entity may, alternatively, provide an abbreviated notice on each periodic statement or on each electronic account transaction history and written account transaction history provided it is substantially similar to the abbreviated notice in paragraph (b) of Model Form A-3. If the entity relies on the periodic statement alternative, the abbreviated notice must be modified as necessary to reflect the applicable error resolution procedures (1005.15(e)(2); 1005.18(d)(2)).

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Module 5 - Receipts at Electronic Terminals, Preauthorized EFTs, and Access Devices

Receipts at electronic terminals

50. Verify that the entity makes a receipt available to a consumer who initiates an EFT to or from a prepaid account at an electronic terminal in an amount of more than \$15 (1005.9(a) and (e)).⁴⁵ The receipt must be made available at the time the consumer initiates the EFT and must include the following, as applicable:
- a. The amount of the EFT.
 - b. The date the consumer initiates the EFT.
 - c. The type of EFT and the type of account to or from which the funds are transferred.⁴⁶
 - d. A number or code that identifies the consumer's account(s), or the access device used to initiate the EFT (the number or code need not exceed four digits or letters).
 - e. The terminal's location, or an identification such as a code or terminal number.
 - f. The name of any third party to or from who funds are transferred.

⁴⁵ An account-holding institution may make receipts available through third parties such as merchants or other entities (comment 1005.9(a)-2).

⁴⁶ The type of account may be omitted if the access device used is able to access only one account at that terminal.

1005.9(a)

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Preauthorized EFTs

51. Verify that for any prepaid account that receives a preauthorized EFT at least once every 60 days, the entity that holds the prepaid account:
- a. Provides notice to the consumer, unless the payor initiating the EFT notifies the consumer, that the EFT has been initiated (1005.10(a)(1) and (2)) through either:
 - i. Oral or written notice within two business days after the EFT occurs or the date on which the EFT was scheduled to occur if it does not occur (1005.10(a)(1)(i) and (ii)), or
 - ii. Providing a readily available telephone line that the consumer can call to determine if the EFT occurred, provided the telephone number is disclosed in the initial disclosures and on each periodic statement, or, if the entity relies on the periodic statement alternative, in each account transaction history (1005.9(a)(1)(iii)).

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52. Verify that the entity that receives a preauthorized EFT credits the amount of the EFT to the consumer's prepaid account as of the date the funds are received (1005.10(a)(3)).

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53. Verify that for any preauthorized EFT from a consumer's account:
- a. The consumer signed or similarly authenticated an authorization, in writing, for the preauthorized EFT (1005.10(b));⁴⁷
 - b. The person that obtained the authorization from a consumer provided the consumer with a copy of the authorization (1005.10(b)); and
 - c. The payee or the entity provided additional notice to the consumer when a preauthorized EFT under the same authorization varies in amount by either:
 - i. Sending the consumer a written notice of the amount and date of an EFT that varies in amount from the preauthorized amount of the previous EFT at least 10 days before the scheduled date of the EFT (1005.10(d)(1)), or

⁴⁷ The authorization may be obtained electronically if the E-Sign Act's consumer consent and other applicable requirements are met (comment 1005.10(b)-5).

- ii. Providing the consumer with the option of receiving notice only when an EFT is outside of a specified range or varies from the most recent EFT by more than an agreed-upon amount, provided the payee or entity also informed the consumer that it has the right to receive a notice for all varying EFTs (1005.10(d); (d)(2)).

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- 54. Verify that the entity stops any preauthorized EFT from a prepaid account when it is notified orally or in writing at least three business days before the scheduled EFT and is consistent with the entity's policy and procedures (1005.10(c)(1)).⁴⁸

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Issuance of an Access Device

- 55. Verify that the entity only issues an access device, defined as a card (such as prepaid card), code, or other means of access to a consumer's account that may be used to initiate EFTs when one or both of the following apply, unless it complies, alternatively, with the requirements for an unsolicited access device (procedure #56) (1005.2(a)(1)):

- a. *The entity is issuing the access device in response to an oral or written request for the device* – a consumer is deemed to request an access device for a prepaid account when, for example, the consumer acquires a prepaid account in a retail location or applies for a prepaid account by telephone or online (comment 1005.18(a)-1).

NOTE: For government benefit accounts, a consumer is deemed to request an access device when the consumer applies for government benefits that the government agency disburses or will disburse by means of an EFT (1005.15(b)). For payroll card accounts, a consumer is deemed to request an access device when the consumer chooses to receive salary or other compensation through a payroll card account (comment 1005.18(a)-1).

- b. *The entity is issuing the access device as a renewal of, or in substitution for, an accepted device issued by the entity or a successor* – an access device becomes an accepted access device when the consumer requests and receives the access device, signs it, or uses (or authorizes someone else to use) it to transfer money between account or obtain money, property, or services. The access device also becomes an accepted access device when the consumer requests validation of an unsolicited access device or receives an access device in renewal or substitution for an accepted access device (1005.2(a)(2)).⁴⁹

⁴⁸ If the consumer notifies the entity orally, the entity may require the consumer to provide written confirmation within 14 days of the oral notice. The oral notice ceases to be binding after the 14-day period if the consumer fails to provide the written confirmation (1005.10(c)(2)).

⁴⁹ Only one renewal or substitution card or device may replace a previously issued device. An entity may provide additional devices at the time of renewal or substitution, provided the institution complies with the requirements for issuing an unsolicited access device for the additional devices (comments 1005.5(a)(2)-1 and 1005.5(b)-5).

1005.5(a)

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56. If the entity issues an unsolicited access device, verify that the access device is:

- a. Not validated, meaning that the entity has not performed all the procedures that would enable a consumer to initiate an EFT using the access device;
- b. Accompanied by a clear explanation that the access device is not validated and how the consumer may dispose of the device if validation is not desired;
- c. Accompanied by initial disclosure of the consumer's rights and liabilities under Regulation E that will apply if the device is validated; and
- d. Validated only in response to the consumer's oral or written request for validation, after the entity as verified the consumer's identity by a reasonable means.⁵⁰

1005.5(b)

NOTE: If credit is offered in connection with a prepaid account, an access device for the prepaid account may also be subject to Regulation Z. For issuance rules that apply under Regulation Z if an access device is a hybrid prepaid-credit card, see 1026.12(a) and the related commentary.

NOTE ALSO: If an access device for a prepaid account is issued on an unsolicited basis where the prepaid account is used for disbursing funds to a consumer, and the entity or a third party making the disbursement does not offer any alternative means for the consumer to receive those funds in lieu of accepting the prepaid account, in order to satisfy 1005.5(b)(2) the entity must inform the consumer that the consumer has no other means by which to initially receive the funds in the prepaid account other than by accepting the access device, as well as the consequences of disposing of the access device (comment 1005.18(a)-1).

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⁵⁰ For purposes of this requirement, the entity may use any reasonable means to verify the consumer's liability. However, even if reasonable means were used, if the institution failed to verify correctly the consumer's identity and an imposter succeeds in having the access device validated, the consumer is not liable for any unauthorized transfers from the account (comment 1005.5(b)-4).

**Module 6 - Compulsory Use, Submission of Agreements,
and Record Retention**

Compulsory use prohibition

57. Verify that the financial institution does not require compulsory use of EFTs, except as authorized (12 CFR 1005.10(e)).⁵¹

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Submission and posting of prepaid account agreements

The term “issuer,” as used here and below, is the entity to which the consumer is legally obligated or would be obligated, under the terms of the prepaid agreement (1005.19(a)(4)).⁵²

58. Verify that the issuer has made the required (agreement or notice of withdrawal) submission no later than 30 days after a triggering event for any prepaid account it offers, unless it falls under one of the two exceptions described below (1005.19(b)(1)).⁵³

NOTE: An issuer no longer offers a prepaid account agreement when it no longer allows a consumer to activate or register a new prepaid account in connection with a given prepaid account agreement (comment 1005.19(b)(3)-1).

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59. A “prepaid account agreement” includes:

- a. The written document or documents evidencing the terms of the legal obligation (or prospective legal obligation) between an issuer and a consumer of a prepaid account;⁵⁴
- b. The short form disclosure for the prepaid account; and

⁵¹ A government agency or employer may require direct deposit by electronic means if the consumer is allowed to choose the institution that will receive the direct deposit. However, state law may affect which alternatives must be offered.

⁵² The issuer generally may use a third-party service provider to satisfy its obligations under 1005.19, provided that the issuer acts in accordance with regulatory guidance regarding use of third-party service providers and other applicable regulatory guidance (comment 1005.19(a)(4)-2).

⁵³ A triggering event is when an issuer offers a new prepaid account agreement (1005.19(a)(5)), substantively amends a prepaid account agreement (1005.19(a)(2) and 1005.19(b)(2)), or ceases to offer or withdraws a prepaid agreement (1005.19(b)(3)). (See also comment 1005.19(a)(2)-1 for examples of substantive changes and comment 1005.19(a)(2)-2 for examples of non-substantive changes). The issuer “offers” a prepaid account agreement if the issuer markets, solicits applications for, or otherwise makes available a prepaid account that would be subject to the agreement. It is not relevant here whether the issuer offers the prepaid account agreement to the general public (1005.19(a)(5)).

⁵⁴ An agreement may consist of several documents that, taken together, define the legal obligations between the parties. Each document is part of the “prepaid account agreement” (comment 1005.19(a)(1)-1).

- c. The fee information and statements required to be disclosed in the long form disclosure for the prepaid account.

1005.19(a)(1) and (a)(3)⁵⁵

An issuer is not required to make submissions to the Bureau if qualifies for either of these two exceptions:

- f. *De minimis exception* – The issuer has fewer than 3,000 open prepaid accounts on the last day of each calendar quarter (1005.19(b)(4)(i))⁵⁶, or
- g. *Product testing exception* –The agreement:
 - a. Is offered as part of a product test offered only to a limited group of consumers for a limited period of time;
 - b. Is used for fewer than 3,000 open prepaid accounts; and
 - c. Is not offered other than in connection with such product test.

1005.19(b)(5)⁵⁷

If the entity is required to make prepaid account agreement submissions to the CFPB, or has previously submitted prepaid account agreements, complete procedures #60-66, if not document that fact and move on.

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- 60. Verify that the issuer has submitted agreements to the CFPB for all the prepaid account programs that it offers. This includes the applicable agreements:
 - a. As of May 1, 2019,
 - b. New agreements after May 1, 2019,
 - c. Amended existing agreements, and

⁵⁵ See 1005.19(b)(6)(i)(C) for items deemed not to part of the prepaid agreement.

⁵⁶ If an issuer previously qualified for the *de minimis* exception but later ceases to qualify, it must begin making submissions to the Bureau no later than 30 days after the last day of the calendar quarter in which it ceases to qualify. It does not matter if the issuer had fewer than 3,000 open prepaid accounts during the calendar quarter. If the issuer previously made submissions to the Bureau but now qualifies for this exception, it can either notify the Bureau that it is withdrawing the prepaid account agreements it previously submitted and stop making submissions, or it can continue to make rolling submissions as otherwise required under the Prepaid Rule (1005.19(b)(4); comment 1005.19(b)(4)-5).

⁵⁷ If the agreement fails to meet any of these criteria as of the last day of a calendar quarter, the issuer must submit the prepaid card agreement no later than 30 days after the last day of the calendar quarter (1005.19(b)(5)(i)).

d. Withdrawn agreements.

1005.19(b)

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61. Verify that the total agreement submitted to the CFPB, as described below, each contain the provisions of the agreement (procedure #59) and the fee Information in effect at the time of submission, in the form and manner specific by the CFPB, to the Bureau⁵⁸ and contains, as applicable:

- a. Identifying information about the issuer that must include the issuer's name, address, and identifying number (such as an RSSD ID number or tax identification number);
- b. Any prepaid account agreement offered by the issuer that has not been previously submitted to the Bureau;
- c. Any prepaid account agreement previously submitted to the Bureau that has been amended;
- d. Identifying information about the prepaid account agreement(s) that the issuer is submitting including:
 - i. The effective date of each prepaid account agreement;
 - ii. The name of the program manager, if any, for each agreement; and
 - iii. The names of other relevant parties, if applicable, for each agreement (*e.g.*, an employer for a payroll card program or the agency for a government benefit program);⁵⁹ and
- e. Notification regarding any prepaid account agreement previously submitted to the Bureau that the issuer is withdrawing.

1005.19(b)(1)

- f. And does not include any personal identifiable information relating to any consumer, such as name, address, telephone number, or account number (1005.19(b)(6)(i)(B)).

⁵⁸ 1005.19(b)(6)(i)(A).

⁵⁹ Section 1005.19(b)(2)(ii) permits an issuer to delay making a submission to the CFPB regarding a change in the list of other relevant parties to a particular agreement until the earlier of when the issuer is otherwise submitting an amended agreement *or* changes to other identifying information about the issuer and its submitted agreements pursuant to 1005.19(b)(1)(i); *or* May 1 of each year, for any updates to the list of names of other relevant parties that occurred between the issuer's last submission of relevant party information for that agreement and April 1 of that year. This ensures the CFPB has a list of names of other relevant parties for all submitted agreements that is up-to-date as of April 1 of each year. *See* 1005.19(b)(2)(ii) for examples.

NOTE: The fee information for prepaid accounts under the same program may vary from one consumer to another based on the consumer's state of residency or other factors. In these cases, the variations do not constitute separate prepaid account agreements and the issuer must submit one prepaid account agreement with fee information that lists the possible fee variations and includes relevant information about the variations (comment 1005.19(b)(6)-2).

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62. Verify that the issuer posts and maintains all prepaid account agreements on a publically available website in a prominent location that is readily accessible to the public without the submission of personally identifiable information when:⁶⁰
- a. The issuer is required to submit the agreement to the Bureau, and
 - b. The prepaid account agreement is offered to the general public.⁶¹

1005.19(c)(1)

NOTE: Prepaid account agreements posted on the publically available portion of the issuer's website cannot contain any personally identifiable information. (1005.19(b)(6)(i)(B)). However, an issuer may include personal identifiable information on other prepaid agreements, such as those provided to individual consumers or posted on a portion of the issuer's website that is not publically available, provided the issuer takes appropriate measures to make that agreement accessible only to the consumer or other authorized persons (1005.19(d)(2)(iii)).

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63. Verify that the issuer posts and updates prepaid card agreements on its publically available website as frequently as the issuer is required to submit new or amended agreements to the CFPB, generally no later than 30 days after the issuer offers or amends the agreement, as applicable (1005.19(c)(3)).

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⁶⁰ 1005.19(c)(4). See also comment 1005.19(c)-2 and comment 1005.19(a)(4)-3 for additional information on the use of a third party's website to satisfy the posting requirements.

⁶¹ A prepaid account agreement is offered to the general public even if the issuer markets, solicits applications for, or otherwise makes the account available to the general public, even if the account is available only to a limited group of people (1005.19(a); comment 1005.19(a)(6)-1). However, it is not offered to the general public when it is only offered by virtue of a consumer's relationship with a third party, such as agreements for government benefit accounts, payroll accounts, and prepaid accounts used to disburse student financial aid or insurance proceeds (comment 1005.19(a)(6)-2).

64. For all open prepaid accounts, verify that the entity either:⁶²

- a. *Posts and maintains the consumer's prepaid account agreement on the issuer's website* (procedure # 59; 1005.19(d)(1)(i)) – by posting the agreement on a publically available website or elsewhere on the entity's website after the consumer logs in, including updating it as frequently as the issuer is required to submit amended agreements to the Bureau (1005.19(d)(2)(v)) or, if not posted on a website,
- b. *Promptly provides a copy of the consumer's prepaid account agreement to the consumer upon the consumer's request* – If the issuer elects this options it also must:
 - i. Allow the consumer to request a copy by telephone (1005.19(d)(1)(ii));
 - ii. Send a copy of the agreement no later than five business days after the receiving the request (comment 1005.19(d)-2); and
 - iii. Provide the agreement in paper form, unless the consumer agrees to receive it electronically (1005.19(d)(2)(vi)).

NOTE: The prepaid agreements posted or sent to the consumer must set forth the specific provisions and fee information applicable to the particular consumer and must conform to the form and content requirements for agreements submitted to the Bureau (1005.19(d)(2)(i) and (iv)).

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65. If an entity ceases to offer a prepaid account agreement previously submitted to the Bureau, verify that the entity submitted a notification of withdrawal no later than 30 days after it ceases to offer the agreement (1005.19(b)(3)).

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66. Verify for those prepaid account card agreements in which the entity has submitted a notification of withdrawal the accounts are no longer offered to consumers (1005.19(b)(3)).

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⁶² A prepaid account is an "open prepaid account" if (1) there is an outstanding balance on the account, (2) a consumer can load funds to the account even if the account does not currently have a balance, or (3) a consumer can access credit from a covered separate credit feature in connection with the account, regardless of whether the issuer considers the account inactive or if the prepaid account has been suspended temporarily (1005.19(a)(7); comment 1005.19(a)(7)-1).

Record Retention

67. Verify the entity has maintained evidence of compliance for at least two years from the date a disclosure is required to be made or action is required to be taken (1005.13(b)(1)).⁶³

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68. Verify that to the extent the entity has actual notice that it is the subject of an investigation or enforcement proceeding by its enforcement agency, or has been served with notice of an action filed under sections 910, 916, or 917(a) of EFTA, the entity has retained the records that pertain to the investigation, action, or proceeding until final disposition of the proceeding unless an earlier time is allowed by court or agency order (1005.13(b)(2)).

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Module 7 - Overdraft Credit Features

69. Determine if the entity offers any overdraft credit on its prepaid cards such that the prepaid card is a hybrid prepaid-credit card. A prepaid card is a hybrid prepaid-credit card with respect to a separate credit feature if all the following criteria are met:
- a. *The prepaid card is a single device that can be used from time to time to access credit from the separate credit feature* (1026.61(a)(2)(i)(A)) – a prepaid card that can only be used to access credit on a single occasion does not qualify (comment 1026.61(a)(1)-3). A card that can be used to access credit from time to time qualifies even if the person that can extend credit through that credit feature does not agree in writing to extend the credit, the person retains discretion not to extend credit, or the person does not extend credit once the consumer has exceeded a certain amount of credit (comment 1026.61(a)(1)-1).
 - b. *The prepaid card can be used to draw, transfer, or authorize the draw or transfer of credit from the separate credit feature in the course of authorizing, settling, or otherwise completing transactions conducted with the card to obtain goods or services, to obtain cash, or to conduct P2P transfers* (1026.61(a)(2)(A)(1) – The “course of authorizing, settling, or otherwise completing” means if it occurs during the authorization phase of the transaction or in later periods up to the settlement of the transaction (comment 1026.61(a)(2)-2).
 - c. *The separate credit feature that the prepaid card can access is offered by the prepaid account issuer, its affiliate, or its business partner* (1026.61(a)(2)(i)(A)(2) – The prepaid account issuer is the financial institution (as defined by Regulation E) with respect to the

⁶³ The entity need not retain records that it has given disclosures and documentation to each consumer. It need only retain evidence demonstrating that its procedures reasonably ensure the consumers’ receipt of required disclosures and documentation. Evidence of compliance can be retained electronically if the electronic system accurately reproduces the information (comment 1005.13(b)-1).

prepaid account (1026.61(a)(5)(vi)). An affiliate is any company that controls, is controlled by, or is under common control with another company as set forth in the Bank Holding Company Act of 1956⁶⁴ (1026.61(a)(5)(i)). A business partner is a person (other than the prepaid account issuer or its affiliates) that can extend credit through a separate credit feature where the person or its affiliate has an “arrangement,” as set forth in Regulation Z, with the prepaid account issuer or its affiliate (1026.61(a)(5)(iii)).⁶⁵

NOTE: If these criteria are met with respect to a separate credit feature, that separate credit feature is a “covered separate credit feature” under the Prepaid Rule. (1026.61(a)(2)(i); comments 1026.61(a)(2)-1.i. and 1026.61(a)(2)-4.) If one or more of the criteria is not met with respect to a separate credit feature, that separate credit feature is a “non-covered separate credit feature” (1026.61(a)(2)(ii); comment 1026.61(a)(2)-5). A prepaid card may be a hybrid prepaid-credit card when accessing certain credit features and not when accessing others (comment 1026.61(a)(2)-6.) It is important to review access to each credit feature separately.

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70. Verify that an entity is not offering credit through a negative balance on a prepaid account’s asset feature except in the circumstances described below (*see* 1026.61(a)(3)(ii), (a)(4), and (b)). Determine if the entity falls into the permissible circumstance for offering credit through a negative balance on a prepaid account’s asset feature if all three conditions are met, and thus the prepaid card is not a hybrid prepaid-credit card with respect to credit extended through a negative balance on the prepaid account’s asset feature and the entity is not a creditor and therefore not subject to Regulation Z with respect to the credit extended through the negative balance on the asset feature of the prepaid account, but generally covered under Regulation E (*see* comments 1026.2(a)(15)-2.ii.F; 1026.61(a)(4)-1.v).
- a. The entity has an established policy and practice of either:
 - i. Declining to authorize transactions where it reasonably believes the consumer has insufficient or unavailable funds in the prepaid account’s asset feature to cover the transaction at the time it is authorized; or
 - ii. Declining to authorize transactions except when: (A) the amount of the transaction will not cause the asset feature balance to be negative by more than \$10 at the time of authorization (aka the “purchase cushion”); or (B) the transaction is conducted when incoming deposits are pending and the transaction

⁶⁴ 12 USC 1841 *et seq.*

⁶⁵ See 1026.61(a)(5)(iii)(A)-(C) and comment 1026.61(a)(5)(iii)-2 for specifics of what constitutes a “business partner” and 1026.61(a)(5)(iii)(D) and its related commentary, and comment 1026.61(a)(5)(iii)-1 for what does not constitute a “business partner.”

will not cause the prepaid account to be negative at the time of authorization by more than the amount of the pending deposit (aka the “delayed load cushion”).⁶⁶

1026(a)(4)(ii)(A)⁶⁷

- b. The entity does not charge credit-related fees on the prepaid account asset feature including:⁶⁸
- i. Fees or charges for opening, issuing, or holding a negative balance on the asset feature, or the availability of credit (1026.61(a)(4)(ii)(B)(1)).
 - ii. Fees or charges that are imposed on the prepaid account’s asset feature only when credit is extended on the asset feature or when there is a negative balance on the asset feature (1026.61(a)(4)(ii)(B)(2)).⁶⁹
 - iii. Fees or charges on prepaid account’s asset feature that are higher when credit is extended on the asset feature or when there is a negative balance on the asset feature (1026.61(a)(4)(ii)(B)(3)).

NOTE: A fee or charge does not become a credit-related fee simply because there are insufficient or unavailable funds in the asset feature of the prepaid account to pay the fee when it is imposed (1026.61(a)(4)(ii)(C); comment 1026.61(a)(4)(ii)(C)-1).

AND

- c. The prepaid card cannot access credit from a covered separate credit feature that is offered by a prepaid account issuer or its affiliate (1026.61(a)(4)(i)).

NOTE: If the above three conditions are met and the prepaid card can access credit from a covered separate credit feature that is offered by a business partner, then prepaid card is a hybrid prepaid-credit card with respect to the covered separate credit feature but is not a hybrid prepaid-credit card with respect to credit extended by the entity through the negative balance that meets the conditions discussed above or with respect to a non-covered separate credit feature (comment 1026.61(a)(4)-1.ii).

⁶⁶ For the delayed load cushion, the entity must have received either an instruction or confirmation from an incoming EFT from a separate asset account to load funds to the prepaid account or a request from the consumer to load funds to the prepaid account from a separate asset account. In either case, the funds must not have settled yet (1026.61(a)(4)(ii)(A)(2)).

⁶⁷ These two circumstances are not mutually exclusive and therefore an issuer could adopt the \$10 purchase cushion and the delayed load cushion (comment 1026.61(a)(4)(ii)(A)-4).

⁶⁸ This condition does not prohibit the entity from imposing different terms on different prepaid account programs (comment 1026.61(a)(4)(ii)(B)-1).

⁶⁹ Credit related fees do not include fees or charges for the actual costs of collecting the credit extended if otherwise permitted by law (comment 1026.61(a)(4)(ii)(B)(2)-1).

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71. If the circumstances described in procedure #69 are not met, verify that the entity does not allow the asset feature of a prepaid account to become negative. The credit must instead be structured as a separate credit feature, either as a separate credit account or as a separate credit subaccount (1026.61(a)(3)(ii), (a)(4), 1026.61(b)). If the circumstances described in procedure #69 are not met, verify that the entity has set up the hybrid prepaid-credit card so that:
- a. If, at the time a prepaid card transaction is initiated, there are insufficient or unavailable funds in the asset feature of the prepaid account to complete the transaction, credit is drawn, transferred, or authorized to be drawn or transferred from the covered separate credit feature at the time the transaction is authorized. The card issuer may not allow the asset feature to become negative and must comply with applicable provisions of Regulation Z with respect to the credit extension from the time the prepaid card transaction is authorized.
 - b. For transactions where there are insufficient of unavailable funds in the asset feature of the prepaid account to cover that transaction at the time it settles and the prepaid transaction either was not authorized in advance or the transaction was authorized and there was sufficient of available funds in the prepaid account at the time of authorization to cover the transaction, credit must be drawn from the covered separate credit feature to settle these transactions. The card issuer may not allow the asset feature on the prepaid account to become negative. The card issuer must comply with the applicable provisions of Regulation Z from the time the transaction is settled.
 - c. If a negative balance would result on the asset feature in circumstances other than those described in (a) or (b) above, credit must be drawn from the covered separate credit feature to avoid a negative balance. The card issuer may not allow the asset feature to become negative and must comply with applicable provisions of Regulation Z with respect to the credit extension from the time credit is drawn from the covered separate credit feature.

Comment 1026.61(b)-2

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72. If the entity offers a covered separate credit feature with any of its prepaid card accounts, continue. Only complete the remainder of this section for those prepaid accounts that offer a covered separate credit feature. **If the entity does not offer any covered separate credit feature, skip and move on.**

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73. Verify that if the prepaid program includes both prepaid accounts with a covered separate credit feature and prepaid accounts without a covered separate credit feature, the entity

generally provides to any prepaid account without a covered separate credit feature the same account terms, conditions, and features on the asset feature of the prepaid account that it provides on prepaid accounts in the same program that have such a credit feature (1005.18(g); comment 1005.18(g)-2; comment 1005.18(g)-5; for government benefit cards 1005.15(g)). The entity, however, may impose a higher fee or charge on the asset feature of a prepaid account with a covered separate credit feature than the amount of a comparable fee or charge that is imposed on any prepaid account in the same prepaid account program that does not have such a credit feature. The account terms, conditions and features subject to this requirement include, but are not limited to:

- a. Interest (if any) paid on funds deposited into the asset feature of the prepaid account;
- b. Fees or charges imposed on the asset feature of the prepaid account;
- c. The type of access device provided to the consumer (*i.e.*, an institution may not provide a PIN-only card on prepaid accounts without a covered separate credit feature while providing a prepaid card with both PIN and signature-debit functionality for prepaid accounts in the same prepaid account program with such a credit feature);
- d. Minimum balance requirements on the asset feature of the prepaid account; and
- e. Account features offered in connection with the asset feature of the prepaid account, such as online bill payment services.

Comment 1005.18(g)-4

NOTE: The requirement to provide the same terms, conditions, and features only applies to prepaid accounts in the same prepaid account program. The terms, conditions, and features could differ between a prepaid account program where a covered separate credit feature is not offered in connection with any prepaid accounts within the program, and a prepaid account program where a covered separate credit feature may be offered to some consumers in connection with their prepaid accounts (comment 1005.18(g)-3).

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74. Verify that the entity has treated a prepaid card that is a hybrid prepaid-credit card as a credit card under Regulation Z with respect to the covered separate credit feature and complied with the applicable requirements of Regulation Z, as amended by the Prepaid Rule (1026.2(a)(15)(i); 1026.61(a)(1)).

NOTE: If the covered separate credit feature is offered by the prepaid account issuer, the prepaid account issuer is a card issuer and creditor under Regulation Z. If the covered separate credit feature is offered by an affiliate or business partner, that entity would also have responsibilities under Regulation Z as a card issuer and creditor (1026.2(a)(7); 1026(a)(17)(iii); comment 1026.2(a)(7)-1.ii).

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75. Verify that the entity does not require by electronic means on a preauthorized, reoccurring basis repayment of credit extended under a covered separate credit feature accessible by a hybrid prepaid-credit card as defined in 1026.61 (1005.10(e)(1)).

NOTE: The prohibition applies to any credit extended under such a credit feature including preauthorized checks (comment 61(a)(1)-3).

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76. Verify that the entity does not, within 30 days of successfully completing the registration process, or opening of, the prepaid account, whichever is later:

- a. Open a covered separate credit feature that could be accessible by the hybrid prepaid-credit card;
- b. Make a solicitation or provide an application to open a covered separate credit feature that could be accessible by the hybrid prepaid-credit card⁷⁰; or
- c. Allow an existing credit feature that was opened prior to the consumer obtaining the prepaid account to become a covered separate credit feature accessible by the hybrid prepaid-credit card.

1026.61(c); comment 1026.61(c)-1

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Module 8 – UDAAP and Summary

77. Using the examination procedures that address unfair, deceptive, or abusive acts or practices (UDAAPs), consider whether any aspect of the entity’s prepaid account programs and operations constitute unfair, deceptive or abusive acts or practices. The particular facts and circumstances in a case are crucial to the determination of UDAAPs. Examiners should consult with headquarters to determine whether the applicable legal standards have been met before a UDAAP violation is cited.

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⁷⁰ See 1026.60(a)(1) for the definition of *solicitation* as used here.

Examiner’s Summary, Recommendations, and Comments

To conclude this supervisory activity, examiners must complete all steps under this section, regardless of entity’s risk profile.

1. Summarize the findings, supervisory concerns, and regulatory violations.
2. For the violations noted, determine the root cause by identifying weaknesses in internal controls, audit and compliance reviews, training, management oversight, or other factors. Determine whether the violation(s) are pattern or practice, or isolated.
3. Identify action needed to correct violations and weaknesses in the entity’s compliance management system, as appropriate.
4. Discuss findings with the institution’s management and, if necessary, obtain a commitment for corrective action.
5. Record violations according to CFPB policy in the Report of Examination/Supervisory Letter and CFPB’s electronic database system to facilitate analysis and reporting.
6. If the examiner believes enforcement action may be appropriate, contact appropriate CFPB personnel for guidance.
7. Prepare a memorandum for inclusion in the work papers and CFPB’s official system of record that outlines planning and strategy considerations for the next examination and, if appropriate, interim follow-up.

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SUPPLEMENTAL INFORMATION

Preemption

The EFTA and Regulation E preempt inconsistent state laws, but only to the extent of the inconsistency. The CFPB is given the authority to determine whether or not a state law is inconsistent. An entity, state, or other interested party may request the CFPB to make such a determination. A state law will not be deemed inconsistent if it is more protective of the consumer than the EFTA or Regulation E. Upon application, the CFPB has the authority to exempt any state from the requirements of the EFTA or the regulation for any class of EFTs within a state, with the exception of the civil liability provision. (EFTA Section 922 and 12 CFR 1005.12(b) and (c)).

Administrative Enforcement and Record Retention

Section 918 of the EFTA sets forth the federal agencies responsible for enforcing compliance with the provisions of the law and its implementing regulation.

Record retention Any person subject to the EFTA and Regulation E must maintain evidence of compliance with the EFTA and Regulation E for at least two years from the date the disclosures are required to be made or action is required to be taken. The agency supervising the person may extend this period. The period may also be extended if the person is subject to an action filed under Sections 910, 915 or 916(a) of the EFTA, which generally apply to the person's liability under the EFTA and Regulation E. Persons subject to the EFTA who have actual notice that they are being investigated or are subject to an enforcement proceeding must retain records until disposition of the proceeding (12 CFR 1005.13).

Records may be stored on microfiche, microfilm, magnetic tape, or in any other manner capable of accurately retaining and reproducing the information.

Miscellaneous

The EFTA contains several additional provisions that are not directly reflected in the language of Regulation E. Most significantly, 15 U.S.C. 1693l provides that the consumer may not waive by agreement any right conferred, or cause of action created, by the EFTA. However, an agreement may grant a consumer greater consumer protections or additional rights or remedies than those provided by the EFTA. In addition, the consumer may sign a waiver in settlement of a dispute.

If a third-party payee has agreed to accept payment by EFT, the consumer's obligation to pay is suspended during any period in which a system malfunction prevents an EFT from occurring (15 U.S.C. 1693j). However, the payee may avoid that suspension by making a written request for payment by means other than EFT.

Failure to comply with the requirements of the EFTA can result in civil and criminal liability, as outlined in 15 U.S.C. 1693m and 15 U.S.C. 1693n. Financial institutions may also be liable for damages under 15 U.S.C. 1693h due to failure to complete an EFT or failure to stop a preauthorized transfer when instructed to do so.

Other Risks to Consumers

1. The Gramm-Leach-Bliley Act (GLBA) and its implementing regulations, subject to certain exceptions, prohibit financial institutions from disclosing nonpublic personal information about a consumer to nonaffiliated third parties, unless the institution satisfies various notice and opt-out requirements, and provided that the consumer has not elected to opt out of the disclosure. They further require financial institutions to provide notice of their privacy policies and practices to their customers.
2. The Dodd-Frank Act prohibits unfair, deceptive, or abusive acts or practices (UDAAPs) including those that involve prepaid account providers' interactions with consumers. To assess such practices, the CFPB will apply the following standards:
 - a. A representation, omission, act, or practice is deceptive when:
 - i. The representation, omission, act, or practice misleads or is likely to mislead the consumer;
 - ii. The consumer's interpretation of the representation, omission, act, or practice is reasonable under the circumstances; and
 - iii. The misleading representation, omission, act, or practice is material.
 - b. An act or practice is unfair when:
 - i. It causes or is likely to cause substantial injury to consumers;
 - ii. The injury is not reasonably avoidable by consumers; and
 - iii. The injury is not outweighed by countervailing benefits to consumers or to competition.
 - c. An abusive act or practice:
 - i. Materially interferes with the ability of a consumer to understand a term or condition of a consumer financial product or service; or
 - ii. Takes unreasonable advantage of –
 - a) a lack of understanding on the part of the consumer of the material risks, costs, or conditions of the product or service;
 - b) the inability of the consumer to protect the interests of the consumer in selecting or using a consumer financial product or service; or
 - c) the reasonable reliance by the consumer on a covered person to act in the interests of the consumer.

Examiners should refer to the CFPB's examination procedures regarding UDAAPs for more information about these legal standards and the CFPB's approach to examining for UDAAPs. The particular facts in a case are crucial to a determination of unfair, deceptive, or abusive acts or practices. Consequently, examiners should consult with headquarters to determine whether the applicable legal standards have been met before a UDAAP violation is cited.

Model clauses and forms - Appendix A

Appendix A of Regulation E contains model clauses and forms that entities may use to comply with the disclosure requirements of Regulation E. Subject to specific requirements of the Prepaid Rule, use of the model clauses and forms is optional and an institution that uses these clauses accurately to reflect its service is protected from civil and criminal liability under Sections 916 and 917 of the EFTA.

The model clauses and forms specifically for prepaid accounts are:

A-5 – Model Clauses for Government Agencies (1005.15(e)(1) and (2))

A-7 – Model Clauses for Financial Institutions Offering Prepaid Accounts (1005.18(d) and (e)(3))

A-10(a) – Model Form for Short Form Disclosures for Government Benefit Accounts (1005.15(c) and 1005.18(b)(2), (3), (6), and (7))

A-10(b) – Model Form for Short Form Disclosures for Payroll Card Accounts (1005.18(b)(2), (3), (6), and (7))

A-10(c) – Model Form for Short Form Disclosures for Prepaid Accounts Example 1 (1005.18(b)(2), (3), (6), and (7))

A-10(d) – Model Form for Short Form Disclosures for Prepaid Accounts Example 2 (1005.18(b)(2), (3), (6), and (7))

A-10(e) – Model Form for Short Form Disclosures for Prepaid Accounts With Multiple Service Plans (1005.18(b)(2), (3), (6), and (7))

A-10(f) – Sample Form for Long Form Disclosures and Prepaid Accounts (1005.18(b)(4), (6), (6), and (7))

References

Laws

15 U.S.C. 1601 et seq.	Truth in Lending Act
15 U.S.C. 1693 et seq.	Electronic Fund Transfer Act
15 U.S.C. 7001 et seq.	Electronic Signatures in Global and National Commerce
15 U.S.C. 6802-6809	Sections 502 through 509 of the Gramm-Leach-Bliley Act, except for section 505 as it applies to section 501(b)
12 U.S.C. 5531 and 5536	Unfair, deceptive, or abusive acts or practices

Consumer Financial Protection Bureau Regulations (12 CFR)

Part 1005	Electronic Fund Transfers (Regulation E)
Part 1026	Truth in Lending (Regulation Z)