## CONSUMER LIABILITY FOR UNAUTHORIZED TRANSFERS AND ADVISABILITY OF PROMPT REPORTING

Tell us at once if you believe your card or access code has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line-of-credit). If you believe that your card or access code has been lost or stolen, and you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your card or access code without permission. If you do not tell us within two business days after you learn of the loss or theft of your card or access code and we can prove that we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.00. If your statement shows transfers that you did not make including those made by card, access code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from taking the money if you told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

## TELEPHONE NUMBER AND ADDRESS TO BE NOTIFIED IN EVENT OF UNAUTHORIZED TRANSFER

If you believe that someone has transferred or may transfer money from your account without your permission, call us at the phone number or write to us at the address listed on the back of this disclosure.

#### **USA PATRIOT ACT**

The USA PATRIOT Act requires credit unions to take extra security precautions to help the government fight the funding of terrorism and money laundering activities. Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. These new procedures are designed to prevent crimes, such as identity theft and account fraud that terrorists commit to finance their operations against the U.S. and its citizens.

#### Your Understanding and Cooperation Are Appreciated.

When an account is opened or changed, you will be asked for your name, address, date of birth, and other information that will allow us to identify you. We will ask to see your driver's license or other identifying government issued documents. The definition of an account covers a broad range of regular financial transactions such as deposit, transaction, asset, or credit accounts or other extension of credit. The required verification may be inconvenient for some but a strong deterrent for terrorists and other criminals.

You can rest assured that we will only request the information required by the law...and that we will use the information only for purposes of complying with the law. Your privacy is our top concern, and we will respect and protect it as always, consistent with the law's requirements.



**Seventh Ave Branch**1919 7th Avenue
Altoona PA 16602 **Juniata Branch**419 N. 7th St.
Altoona PA 16601

814-946-0857 phone (local) 814-296-2455 877-946-0857 phone (toll-free) 814-946-0903 fax (main) 814-296-2457 814-946-4010 fax (loan)



## ELECTRONIC FUNDS TRANSFER DISCLOSURE

**USA PATRIOT ACT** 



#### REGULATION E DISCLOSURE STATEMENT

In this disclosure the words "you" and "your" mean the depositor. The words "we" or "us" mean ARC Federal Credit Union. Unless it would be inconsistent to do so, words and phrases used in this disclosure should be construed so that the singular includes the plural and the plural includes the singular.

As a consumer who uses electronic funds transfer (EFT) services, you have certain rights and responsibilities. These rights and responsibilities are defined by the Electronic Fund Transfer Act (12 C.F.R. part 1005, subpart B) and Regulation E of the Federal Reserve Board. One requirement of this Act is that all financial institutions must make certain disclosures to all EFT users.

### DISCLOSURE OF TYPES OF AVAILABLE TRANSFERS AND LIMITS ON TRANSFERS

Our services allow you to ask that recurring deposits which you designate, such as Direct Deposit of Wages, Social Security Benefits, Pension Payments, Dividend Payments and similar regular payments be deposited directly into your: Share Account, Share Draft Account, Money Market Account. In addition, it may be possible to arrange with some merchants, insurance companies, banks, credit unions, and other thrift institutions, to have your recurring bills paid automatically (a debit from your account) from your: Share Account, Share Draft Account, Money Market Account.

There is no limitation on the dollar amount of any of the electronic funds transfers that you can make with us.

There is no limitation on the frequency of electronic funds transfers when they are deposits as listed above. There is no limitation on the frequency of electronics funds transfers when they are a transfer of funds (a debit) as listed above, with the exception of third party transfers out of a Money Market Account.

Only 3 third party electronic funds transfers per month can be made out of your Money Market Account. (The 3 third party electronic transfers per month that are allowed are reduced by each share draft, debit card transaction or similar order that affects the Money Market Account during the same monthly period.)

### DISCLOSURE OF WHAT CONSTITUTES BUSINESS DAY OF INSTITUTION

Our business days are Monday through Saturday, excluding Holidays.

### DISCLOSURE OF CHARGES APPLICABLE TO TRANSFERS

Please refer to our current fee schedule. We reserve the right to change our fee schedule and to charge your account in accordance with the fee schedule that will be provided to you at least thirty (30) days prior to assessment or change in assessment.

#### NOTICE REGARDING ATM FEES BY OTHERS

If you use an automated teller machine that is not operated by ARC Federal Credit Union, you may be charged a fee by the operator of the machine and/or by an automated transfer network.

#### ELECTRONIC FUNDS TRANSFER INITIATED BY THIRD PARTIES

You may authorize a third party to initiate a electronic fund transfer between your account and the third party's account. These transfers, to make or receive payments, may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearinghouse (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In some cases, your authorization can occur when the merchant posts a sign informing you of their policy. In all cases, the transaction will require you to provide the third party with you account number and bank information. This information can be found on your share draft as well as on a deposit slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or by some other method) to trusted third parties whom you have authorized to initiate these Electronic Fund transfers.

Electronic Check Conversion/Electronic Returned Check Fees. If you pay for purchases or bills with a check or share draft, you may authorize your check or share draft to be converted to an electronic funds transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic funds transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

#### DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

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

- As necessary to complete transfers
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant
- If your account is eligible for emergency cash and/ or emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s)
- To comply with government agency or court orders
- If you give us written permission.

## DISCLOSURE OF RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS

If you have arranged to have direct deposits made to your account from the same person or organization, or any transfers made from your account, at least once every 60 days, you may call us at the phone number listed at the end of this disclosure to verify that the transfer was made.

Share Account/Share Draft Account. If the Direct Deposit was made or if a transfer was made to or from either one of these accounts, the transactions will appear on your monthly and/or quarterly statement.

# DISCLOSURE OF RIGHT TO STOP PAYMENT OF PREAUTHORIZED TRANSFERS, PROCEDURE FOR DOING SO, AND FINANCIAL INSTITUTION'S LIABILITY FOR FAILURE TO STOP PAYMENT.

- Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how: Put your request in writing at least 3 days before payment is scheduled to be withdrawn.
- 2. Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you. 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set).

Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.