



**INTRODUCTION:** This Agreement and Disclosure informs you of certain terms and conditions of the Move My Money Service preauthorized ACH debit origination and electronic funds transfer/payment service you have requested. Please read this Agreement and Disclosure carefully. In this Agreement and Disclosure, the words "you", "your" and "yours" means each person who signs the Move My Money Service Authorization form. The words "us", "we", "Credit Union" and "McCoy FCU" each mean McCoy Federal Credit Union.

**TYPES OF PREAUTHORIZED TRANSFERS:** By completing the Money Mover Service ACH Debit Origination or other Move My Money services Application, you authorize the Credit Union to initiate recurring electronic transfer of funds (ACH debits) from your account(s) at your designated financial institution(s) for credit/payment to your account(s) and/or loan(s) at the Credit Union.

**BUSINESS DAYS:** McCoy Federal Credit Union business days are Monday through Friday, excluding holidays. If the scheduled electronic transfer date falls on any day which is not a McCoy FCU business day, the transfer will be initiated by us on the business day prior to the scheduled transfer date.

**DETERMINING WHETHER TRANSFER HAS OCCURRED:** We will not send you specific notification that the transfers have occurred or funds have been received. However, you may confirm receipt of funds and credit/payment to your account(s) and/or loan(s) by contacting us at 407-855-5452, or Toll Free at 888-584-7701. You may also confirm receipt of credit/payment through Toni the Teller or McCoy Direct if you have applied for these services. Receipt of funds and credit/payment to your account(s) and/or loan(s) will be reflected on your periodic statement.

**RIGHT TO STOP PAYMENT:** You have the right to stop payment on preauthorized electronic funds transfers by notifying us, in writing, at least three business days before the transfer is scheduled to be made. The Credit Union may be contacted to place a Stop Payment Order by visiting any one of our branches. Stop payments are effective for a period of six months, however, when placing a Stop Payment Order on an preauthorized electronic funds transfer, the order will apply only to the one specific debit transfer you wish to prevent, and is not considered a request for stop payment of all future debit transfers. To prevent all future debit transfers, see the "Revocation or termination of Preauthorized Transfers" section below. If you order us to stop one of these transfers three or more days before the transfer is scheduled to be made, and we do not do so, we will be liable for your losses or damages.

**REPRESENTMENT OF RETURNED ITEMS:** If and ACH debit is returned to us for "Insufficient Funds", we will resubmit the debit to the designated financial institution one (1) time. If the debit is returned for Insufficient Funds upon re-presentation, we will reverse the credit to your account(s) or loan(s) and we will not again resubmit the debit until the next scheduled transfer date. If this occurs on loan payment transfers, you will be responsible to ensure that your required monthly loan payment is made. The Credit Union reserves the right to charge you a fee for each "non-sufficient funds" ACH debit returned item.

**REVOCAION OR TERMINATION OF PREAUTHORIZED TRANSFERS:** You may terminate all future preauthorized transfers under this Agreement by providing written notification of termination of preauthorized transfers to both the Credit Union and the Financial Institution(s) maintaining the account(s) to be debited, up to **three (3) business days** before the next scheduled date of transfer. The notification of termination of preauthorized transfer must clearly and unequivocally state that you are hereby terminating all future transfers. Specific details of the transfer(s) you wish to terminate must also be provided. If the notification is received by the Credit Union in a timely manner, the Credit Union will not initiate any additional transfers thereafter unless you authorize transfers thereafter. **You are solely responsible for contacting us to revoke your authorization for transfer payments to your loans after they are paid off.** Contact us to obtain the appropriate form to revoke your ACH debit origination authorization under this Agreement.

**DEPOSITED FUNDS AVAILABILITY AND DIVIDEND ACCRUAL:** Funds from electronic deposits to your MCCOY FCU account(s) will be available on the day we receive the deposit in accordance with our "Funds Availability Policy". You may obtain a copy of our Funds Availability Policy upon request by calling us at 407-855-5452 or 888-584-7701, or by visiting any one of our branches. Dividends accrue from the date of deposit in accordance with our applicable account agreement with you.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:** Call us or write us **IMMEDIATELY** at the telephone number or address described below if you think your statement is wrong (or shows transfers that you did not authorize) or if you need more information about a transfer. We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared. If you do not tell us within 60 days after the statement was mailed to you, you may not recover funds lost after the 60 day period if we can prove that the loss could have been prevented had you told us on time. When reporting potential errors or questions: (1) Tell us your name and account number, (2) Describe the error or the transfer you are unsure about, and explain why as clearly as you can why you believe it is an error or why you need more information, and (3) Tell us the dollar amount of the suspected error and the date it occurred. **Contact us at : McCoy Federal Credit Union, P.O. BOX 593806, Orlando, FL 32859-3806 or 407-855-5452 or 888-584-7701.**

If you notify us verbally, we may require you to send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten(10) business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or request in writing and we do not receive it within ten (10) business days, we may not re-credit your account. If we determine there was no error, we will send you written explanation within three (3) business days after we complete our investigation. You may ask for copies of the documents that we used in our investigation.

**CREDIT UNION'S LIABILITY FOR FAILURE TO MAKE TRANSFERS:** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses and damages. However, there are some exceptions. We will NOT be liable, for example if:

- Through no fault of ours, you do not have enough available funds in the account to be debited to make the transfer;
- Circumstances beyond our control (such as fire, flood, power failure, labor dispute, computer breakdown, telephone line disruption or a natural disaster) prevent or delay the transfer despite reasonable precaution taken by us;
- The funds in the account are subject to legal process, an uncollected funds hold, or are otherwise not available for withdrawal; or,
- The information supplied by you or a third party is incorrect, incomplete, ambiguous or untimely.

**NOTICE OF VARYING AMOUNTS:** If available, and if your scheduled debits for loan payments vary in amount, you will be advised of the amount of the debit/payment at the time you take the advance on your line of credit at least 10 days before the scheduled transfer date. Such notification will be satisfied by providing you with the amount do on your loan advance receipt or periodic statement associated with the preauthorized electronic loan payment transfer. By selecting the Variable Amount Debit option, you authorize the Credit Union to initiate debits of varying amounts each month against your account at the designated financial institution in an amount equal to the current month's minimum payment due on your designated MCCOY FCU loan.

**RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS:** Your completed electronic funds transfer/payments will appear on your MCCOY FCU periodic statements. You will get a monthly account statement on the electronic funds transfer activity on your accounts unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly. You may obtain confirmation of the Credit Union's receipt of a transfer by contacting us at the telephone numbers listed above.

**CHARGES:** There are no charges to establish Transfer My Money Services, however, there are charges associated with the Stop Payment of ACH Debits as well as Ach returned items and items paid through our Overdraft Privilege program. Please refer top our Fee Schedule, which can be obtained by contacting the Credit Union at the telephone number below, or by visiting any one of our branches.

**DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES:** We will disclose information to third parties about your account or the transfers you make: (1) Where it is necessary for completing transfers; (2) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or (3) In order to comply with government agency or court orders; or (4) If you give us your permission.

**CANCELLATION OF AGREEMENT:** The Credit Union may cancel any or all preauthorized transfers and terminate this Agreement if you instruct us to do so or if you repeatedly have insufficient funds in your account at your designated financial institution(s) or otherwise pose a risk of financial loss to the Credit Union. We will notify you of cancellation of the Agreement as required by law. If the Agreement is cancelled, you will remain liable for any obligation to the Credit Union.

**NOTIFICATION:** Any notification, required or appropriate, may be mailed to you at your last address known to us. Notification will be provided in accordance with the advance notice requirements as required by applicable law.

### Convenient Locations to Serve You

1. 1900 McCoy Road Orlando, FL 32809
2. 5757 Curry Ford Road, Orlando, FL 32822
3. 2075 Central Florida Parkway, Orlando, FL 32837
4. 35 W. Michigan Street, Orlando, FL 32806
5. 5620 L.B. McLeod Road, Orlando, FL 32811
6. 502 S. Chickasaw Trail, Orlando, FL 32825
7. 931 North Park Avenue, Apopka, FL 32712
8. 1221 Osceola Parkway, Kissimmee, FL 34741
9. 1051 E Hwy 50, Clermont, FL 34711
10. 9101 Narcoosee Road, Orlando, FL 32827
11. VAMC 13800 Veterans Way, Orlando FL 32827
12. 1575 E Silver Star Road, Ocoee, FL 34761
13. 2871 Clayton Crossing Way, Oviedo, FL 32765
14. 3540 N 17-92 Hwy, Lake Mary, FL 32746

407-855-5452

Toll Free 1-888-584-7701

Toni the Teller

1-888-584-8268

[www.mccoyfcu.org](http://www.mccoyfcu.org)