

**CONSUMERS FEDERAL CREDIT UNION**425 Neptune Avenue, Brooklyn, NY 11224  
Phone (718) 266-2204 Fax (718) 266-1976

Serving our membership since 1965

www.consumersfcu.org

**WIRE TRANSFER AUTHORIZATION****NAME (ORIGINATOR):****MEMBER COMPLETE ADDRESS (ORIGINATOR):****AMOUNT OF WIRE \$:****CU ACCOUNT #:** Savings       Checking       Club**FINANCIAL INSTITUTION RECEIVING WIRE:****Routing (Transit) Number:****ACCOUNT NAME FOR CREDIT:**

Street Address:

City:

State:

Zip:

**ACCOUNT NAME FOR FINAL CREDIT (IF APPLICABLE):**

Street Address:

City:

State:

Zip:

**SPECIAL INSTRUCTIONS:** I understand there is a fee of \$30.00 for this service as described in the current CFCU Fee Schedule. I therefore authorize CFCU to wire transfer the amount and the assessment of the applicable fee from account as indicated above (if no election of account is made, funds from savings will be attempted first). If business account, I authorize the following individuals to serve as agent for purposes of conducting transfers on my behalf. The agent shall remain authorized until CFCU is notified otherwise, or a new agreement is completed. Authorized persons may not amend this agreement. I acknowledge and accept the terms of the Wire Transfer Agreement and Notice enclosed with this form:

**Member Signature:****Date:****Daytime Phone #:**

## CONSUMERS FEDERAL CREDIT UNION WIRE TRANSFER AGREEMENT

Member Name: \_\_\_\_\_ Primary Account Number: \_\_\_\_\_

The following rules shall apply to wire transfer services provided by Consumers Federal Credit Union. As used in the in the Wire Transfer Request Agreement, the words "I," "us," "we" or "our" or "CFCU" shall apply to and mean "Consumers Federal Credit Union." The words "you" and "your" or "member" shall apply to and mean the member and all owners listed on the account that have requested or utilized the wire transfer services stated herein. This Wire Transfer Agreement supersedes any inconsistent terms contained in Consumers Federal Credit Union's member account agreements. This Wire Transfer Agreement is subject to modification and/or termination upon five days written notice to you.

The authorized accountholder on this agreement allows that specific authorized owner of the referenced account on the CFCU Wire Transfer Request Agreement to have authorization to perform wire transfer transactions provided that the member identification and/or security procedures listed in this agreement are followed. Any one authorized account signer of an account may initiate, request and sign a Wire Transfer Agreement.

You agree to be bound by terms and conditions found within your application for membership and to the bylaws, rules and regulations of CFCU in effect from time to time. You further acknowledge receiving a copy of the agreements and Disclosures related to your account(s) and you agree to be bound by the terms and conditions found therein.

### **Wire Transfer Authorization Acceptance**

In general, we will accept a Wire Transfer Authorization only if you have signed this agreement, have sufficient available balance on deposit in the referenced account and you have produced valid identification to execute the Wire Transfer Worksheet and/or complied with the Security Procedures below.

### **Security Procedures and Transfer Requests**

CFCU and you have agreed to the security procedure option(s) selected below and the formal requirements as shown on CFCU's Wire Transfer Request Forms for each transfer request, and cancellation of a transfer request, transmitted to CFCU. CFCU will transmit transfer requests in accordance with this Agreement using the security procedures stated herein. In some cases, CFCU may take additional actions to the security procedures selected to verify your identification, or to detect an error in the transmission or content of a transfer request. Those additional actions are not considered part of this Agreement, may only be used periodically. Provided CFCU complies with the security procedures you selected, you are liable for payment of the transferred amount plus transfer fees, even if the transfer was not actually transmitted or authorized by you. If CFCU does not follow the agreed security option(s), but can prove that you originated the transfer, you will still be liable for the transfer amount plus transfer fees. You authorize CFCU to record electronically or otherwise any telephone calls related to any transfer under this agreement.

### **Security Procedure Options When Not in Person to Make a Transfer (check or initial one or both):**

#### **Option 1 - Personal ID Number (PIN) and Personal Information**

- a. Each transfer request shall be accompanied by the following PIN: \_\_\_\_\_
- b. The transferor will be required to know the answer to the following question:

Question: \_\_\_\_\_ ? Answer: \_\_\_\_\_

#### **Option 2 - Callback Password and Personal Information**

Upon receiving a transfer request, CFCU shall contact you at callback telephone number to receive final verification by requesting callback password. Note: At least 30 days from the date of this agreement must pass before the callback telephone number can be used as a Security Procedure.

The transferor will also be required to know the answer to the following question:

Question: \_\_\_\_\_ ? Answer: \_\_\_\_\_

### **Performance**

CFCU will not be liable for failure to comply with the terms of a wire agreement caused by legal constraint interruption or failure of transmission and/or communications facilities, war, emergency, labor dispute, act of nature, or other circumstances beyond the control of the credit union.

### **Indemnification**

You hereby agree to indemnify CFCU, its' agents, employees and directors against any loss, liability, or expenses (including attorney's fees) resulting from or arising out of any claim of any person in connection with any matters subject to this agreement.

### **Fee Schedule**

We will charge your account for the amount of the wire transfer requested, plus our current wire transfer fee. Refer to our current Fee Schedule. CFCU makes no warranties with respect to fees charged by other financial institution with respect to your Wire Transfer Worksheet request.

### **Member Liability for Incorrect Information**

You, as the originator of the wire transfer, are responsible to provide accurate information regarding beneficiary (recipient) and beneficiary financial institution or intermediary information. Payment will be made to the beneficiary based on the account and the financial institution numbers that you have provided. This will be true even if the number(s) you provided to us identifies a person or entity different from the named beneficiary on the CFCU Wire Transfer Worksheet, unless otherwise specified by law or regulation. You will be responsible for any losses or additional expenses arising from inaccurate information provided by you. The same shall also apply with regards to the Routing and Transit or other identifying number you have provided to identify the beneficiary's financial institution.

### **Wire Transfer Business Day**

Wire transfers occur on business days (Monday through Friday) only and only during the business hours of 8:30am – 4:00pm. Wire transfers under \$10,000 requested after 4:00pm on any business day will be effective dated on the next business day. Wire transfers over \$10,000 requested after 2:00pm on any business day will be effective on the next business day. Wire requests are transmitted within 2 hours of receipt and can be cancelled or amended up until the time of transmission. CFCU cannot predict or guarantee a length of time for receipt of the wire transfer funds to the beneficiary stated on the Wire Transfer Worksheet.

### **Regulations**

This agreement and notice apply to wire transfers as defined in the Uniform Commercial Code (UCC) Article 4A and/or Subpart B or Regulation J of the Board of Governors of the Federal Reserve System. Terms and conditions not defined with regards to this agreement shall have the same meaning as defined in UCC Article 4A. This agreement is also subject to all applicable Operating Circulars of the Federal Reserve Bank.

### **Notification**

Your periodic statement will provide you with notification of any incoming or outgoing wire transfers. CFCU will not provide you with a separate notification each time we receive a wire transfer into your account.

### **Limitation of Liability**

With regards to your wire transfer, in the event CFCU is obligated to pay dividends/interest due to an error made by CFCU and you have notified us within the same month of the error, the rate of dividend/interest will be calculated using the effective date of the transaction. For transactions beyond the month in which the wire transfer was performed, interest will be manually calculated and posted to your account. In the event CFCU is obligated to pay you damages due to a wire transfer, your damages will be limited to the actual damages only and will not be responsible for incidental or consequential damages, courts costs or attorney fees, unless otherwise specified by law or regulation.

### **Modifications**

CFCU may modify this agreement at any time by giving you written notice. Modifications shall become effective immediately. You agree to those modifications by placing a transfer order after receiving notice of modifications. You may modify any fill-in portion of this agreement by executing a new agreement.

**Cancellation and Changes**

You have no right to cancel or amend any transfer request after it is transmitted; however, we shall use reasonable efforts to act on a cancellation or change request as long as it is received from you in accordance with the security procedures set forth in this agreement. We have no liability if the cancellation or change is not effected.

**Authorization**

You agree to the terms and conditions of this agreement above and below your signature and declare and warrant that the accounts listed below are owned entirely by you and that you are authorized to make this agreement and be charged for wire transfers and fees:

# \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_

MEMBER (named at top of agreement)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Title if Member Business Account: \_\_\_\_\_

**Authorization:** The Member authorizes the following individuals to serve as agent for purposes of conducting wire transfers on the Member’s behalf. The agent shall remain authorized until CFCU is notified otherwise, or you complete a new agreement. Authorized persons may not amend this agreement. You understand and agree that authorized person(s) act as if you authorized a transfer under this agreement.

Name \_\_\_\_\_ Name \_\_\_\_\_

Title (Business Account) \_\_\_\_\_ Title (Business Account) \_\_\_\_\_

Signature \_\_\_\_\_ Signature \_\_\_\_\_

---

**For Credit Union Use:**

Identification Used: \_\_\_\_\_ Date Received: \_\_\_\_\_

Employee Name: \_\_\_\_\_ Employee Signature: \_\_\_\_\_