

## ACH Loan Payment Cancellation

Complete this form to cancel an existing ACH loan payment transferred **from another financial institution**.

*Please allow at least 5 business days for processing.*

Please cancel the existing ACH loan payment from my account at \_\_\_\_\_ (debiting financial institution) to the following California Coast Credit Union Loan:

Name: \_\_\_\_\_ Account Number: \_\_\_\_\_ Loan ID: \_\_\_\_\_

By cancelling the above ACH loan payment, the payment amount will no longer be transferred from the debiting financial institution indicated above to my California Coast Credit Union (CCCU) loan. Cancellation will be effective within 5 business days. I agree to hold CCCU harmless for any loss incurred by me due to erroneous information provided by me to CCCU on this authorization agreement.

\_\_\_\_\_  
Account Holder's Signature Date

\_\_\_\_\_  
Account Holder's Printed Name ID Type ID Number ID Expiration Date

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Credit Union Use Only

Received By \_\_\_\_\_ User ID# \_\_\_\_\_ Date \_\_\_\_\_  
ACH Entered By \_\_\_\_\_ User ID# \_\_\_\_\_ Date \_\_\_\_\_



# ELECTRONIC SERVICES DISCLOSURE AND AGREEMENT

In this Disclosure and Agreement, the words "you" and "your" mean each and all of those who apply for and/or use any of the electronic services described in this *Electronic Services Disclosure and Agreement*. The words "we," "us," "our," and "credit union" mean CALIFORNIA COAST CREDIT UNION. Acceptance, retention or use of any electronic funds transaction hereunder constitutes an agreement between you and the credit union as described below.

Disclosure information applicable to the electronic services offered by us is given below, with certain specific disclosure information for each service following in separate sections. You understand that the agreements, terms, conditions, rules, and regulations applicable to your checking account, savings account, credit card, line of credit, and any other applicable accounts, remain in full force and effect and continue to be applicable, except as specifically modified by this *Electronic Services Disclosure and Agreement*.

## GENERAL DISCLOSURES APPLICABLE TO ALL ELECTRONIC SERVICES

- 1) **BUSINESS DAY DISCLOSURE:** Our business days are Monday through Friday, except Federal holidays. CoastLine (telephone banking) and Cal Coast ONLINE (online banking) are generally accessible, 24 hours a day, 7 days a week.
- 2) **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES:** We will disclose information to third parties about your account or transfers you make when it is necessary to complete an electronic transaction; to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; to comply with a government agency or court order, or any legal process; or if you give us written permission.
- 3) **YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS AND ADVISABILITY OF PROMPT REPORTING:** You must tell us AT ONCE if you believe your checks, or Cal Coast ONLINE, or CoastLine access code (collectively "check[s], and/or access code[s]") have been lost or stolen or if you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. A written notification to us should follow your telephone call. You could lose all the money in your account (plus your maximum overdraft line of credit).

If you tell us within 2 business days after you learn of the loss or theft of your access code(s), you can lose no more than \$50 if someone used your access code(s) without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your access code(s) and we can prove we could have stopped someone from using your access code(s) without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by access code or other means, you must tell us at once. If you do NOT tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If you can document a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time period.

Telephone Number and Address to be Notified in Event of an Unauthorized Transaction If you believe your access code(s) or check(s) have been lost or stolen or that someone will or may use it to transfer money from your account(s) without your permission, you must telephone us at 877.495.1600, or write us at: CALIFORNIA COAST CREDIT UNION, P.O. Box 502080, San Diego, CA 92150-2080.

You must also telephone the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

- 4) **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC SERVICES TRANSACTIONS:** Telephone us at 877.495.1600, or write us at: CALIFORNIA COAST CREDIT UNION, P.O. BOX 502080, SAN DIEGO, CA 92150-2080 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than sixty (60) days after we send you the FIRST statement on which the problem or error appeared. You must:
  - Tell us your name and account number;
  - Describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information; and
  - Tell us the dollar amount of the suspected error.

If you tell us orally, we will require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred 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) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.



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- 5) **OUR LIABILITY FOR FAILURE TO MAKE OR COMPLETE ELECTRONIC FUNDS TRANSACTIONS:** If we do not properly complete an electronic funds transaction on 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 instance, if:
  - Circumstances beyond our control (such as fire, flood, earthquake, electronic failure, or malfunction of central data processing facility, etc.) prevent the transaction, despite reasonable precautions;
  - Through no fault of ours, you do not have enough money in your account (or sufficient collected funds) to make the transaction;
  - We have received incorrect or incomplete information from you or from third parties (e.g., the U. S. Treasury, an automated clearing house (ACH), or a terminal owner);
  - *CoastLine (telephone banking), Cal Coast ONLINE (online banking) or other electronic services system contemplated was not working properly and you knew about this breakdown when you started the transaction;*
  - The transaction would exceed your line of credit limit or credit card limit;
  - Our failure to complete the transaction is done to protect the security of your account and/or the electronic terminal system;
  - There may be other exceptions.
- 6) **CHARGES FOR ELECTRONIC FUNDS TRANSACTION SERVICES:** All charges associated with your electronic funds transactions are disclosed in our *Service Charge Schedule for Consumer Accounts* which accompanies this *Electronic Services Disclosure and Agreement*. Any fees charged will be deducted from your checking account or savings account.
- 7) **CHANGE IN TERMS:** We may change the terms and charges for the services indicated in this *Electronic Services Disclosure and Agreement* and may amend, modify, add to, or delete from this agreement from time to time. If you have an account with us through which electronic transactions are processed, you will receive written notice at least twenty-one (21) days prior to the effective date of the change(s), or as otherwise provided by law.
- 8) **TERMINATION OF ELECTRONIC FUNDS TRANSACTION SERVICES:** You may, by written request, terminate any of the electronic services provided for in this *Electronic Services Disclosure and Agreement*. We may terminate your right to make electronic funds transactions at any time upon written notice. If you ask us to terminate your account, you will remain liable for subsequent authorized transactions performed on your account.
- 9) **SIGNATURES:** All transactions affected by use of electronic check transactions, CoastLine, Cal Coast ONLINE, or other electronic transactions which would otherwise require your "wet" signature or other authorized signature shall be valid as if signed by you when the transaction is done by such methods.
- 10) **PERIODIC STATEMENT:** You will receive a monthly statement (unless there are no transfers in a particular month), for the account(s) which you have accessed using an electronic check transaction, CoastLine, Cal Coast ONLINE, or other electronic transaction which will show the calendar date that you initiated the transfer, the type of transfer, the type of account(s) accessed by the transfer, and the amount of the transfer. You will get a statement at least quarterly.

### ADDITIONAL DISCLOSURES APPLICABLE TO PREAUTHORIZED DEPOSIT OF NET PAYCHECK, PAYROLL DEDUCTIONS, PENSION CHECKS AND FEDERAL RECURRING PAYMENTS

If you have arranged to have preauthorized electronic deposits of your net paycheck (if available from your employer), payroll deductions, pension checks, or Federal Recurring Payments (for example, Social Security payments), the following applies to you:

- 1) **NOTIFICATION OF PREAUTHORIZED DEPOSITS:** If you have arranged with a third party (for example, the Social Security Administration) to make preauthorized deposits to your account at least once every sixty (60) days, that third party making preauthorized deposits may have agreed to notify you every time the party sends you money to deposit to your account. If you have not made such an arrangement, you may telephone us at 877.495.1600 and we will advise you whether or not the preauthorized deposit has been made.
- 2) **DOCUMENTATION OF PREAUTHORIZED DEPOSITS:** Generally, you will receive a monthly account statement for each month in which a preauthorized deposit is made, but at least quarterly if no preauthorized deposits are made. However, if the only electronic funds transaction service you have with us is preauthorized deposits, then we reserve the right to send you a quarterly statement only.

### ADDITIONAL DISCLOSURES APPLICABLE TO PREAUTHORIZED PAYMENT SERVICES

If you have requested a preauthorized payment to a third party from your credit union checking account, the following applies to you:

- 1) **CHOICE OF LAW:** We may accept, on your behalf, payments from your account to a third party which have been transmitted through one or more Automated Clearing Houses and which are not subject to the Electronic Funds Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of California as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.
- 2) **NOTICE OF RECEIPT OF ACH WHOLESALE CREDIT ENTRIES:** ACH wholesale credit entries are subject to the provisions of the operating rules of the National Automated Clearing House Association. In accordance with these rules, no next day notice of receipt of ACH credit transfers to your account will be given. You will receive notice of receipt of ACH items in your periodic account statements.
- 3) **PROVISIONAL PAYMENT:** Credit given with respect to ACH payments is provisional until we receive final settlement. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to your account in connection with that payment, and the party making payments to you (i.e., the Originator of the entry) will not be deemed to have paid you that payment.



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4) **RIGHT TO RECEIVE DOCUMENTATION OF PREAUTHORIZED PAYMENT:**

Notice of Varying Amounts If your preauthorized payment may vary in amount, the party who will receive the payment is required to tell you ten (10) days before such payment when it will be made and how much it will be. You may agree with the person being paid to receive this notice only when the payment will differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

Periodic Statement You will receive a monthly account statement for each month in which a transfer is made, but at least a quarterly statement if no transfers are made.

5) **RIGHT TO STOP PREAUTHORIZED PAYMENT:** If you want to stop any preauthorized payment or revoke a preauthorized payment authorization, you must telephone us at 877.495.1600, or write us at: CALIFORNIA COAST CREDIT UNION, P.O. Box 502080, San Diego, CA 92150-2080 in time for us to receive your stop payment request three (3) business days or more before the next payment is scheduled to be made. If you telephone, we may also require you to put confirmation of your request in writing to the above address and get it to us within fourteen (14) days after you telephone. An oral request ceases to be binding after fourteen (14) days if you have not provided us with required written confirmation of your request. We will charge you for each stop payment or revocation request you give pursuant to our current *Service Charge Schedule for Consumer Accounts*. If you have given us a request to revoke the entire preauthorized payment authorization, you understand and agree that you must also promptly contact the third party to cancel (revoke) the entire preauthorized payment authorization.

6) **OUR LIABILITY FOR FAILURE TO STOP PAYMENT:** If you order us to stop one of your preauthorized payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages to the extent provided by law.

### ADDITIONAL DISCLOSURES APPLICABLE TO COASTLINE ELECTRONIC TELEPHONE BANKING

CoastLine is a telephone banking service which will allow you to perform monetary transactions and account balance inquiries without assistance from our staff. You will actually "talk" directly with our computer.

1) **TYPES OF AVAILABLE TRANSACTIONS:** You may use your identification number (CoastLine access code) to:

- Make transfers between your accounts;
- Make inquiries regarding account balances and loan payment data;
- Make transfers to make loan payments;
- Make withdrawals from your account(s) (except from IRAs and certificate accounts) or advances on your line of credit by cashier's check issued in the name of the member appearing first on the *Membership Application and Account Agreement* mailed to your address of record. We may offer additional services in the future and, if so, you will be notified of them.

### ADDITIONAL DISCLOSURES APPLICABLE TO ELECTRONIC CHECK TRANSACTIONS

If you have authorized a one-time transfer of funds from your account via ACH where you have provided a paper check or check information to a merchant or other payee in person or by telephone to capture the routing, account, and serial numbers to electronically initiate the transfer (an "Electronic Check Transaction"), the following applies to you:

- 1) **TYPES OF AVAILABLE TRANSACTIONS:** You may make such a payment via ACH where you have provided a paper check to enable the merchant or other payee to capture the routing, account, and serial numbers to initiate the transfer whether the check is blank, partially completed, or fully completed and signed; whether the check is presented at POS or is mailed to a merchant or other payee or lockbox and later converted to an EFT; whether the check is retained by the consumer, the merchant, other payee, or the payee's financial institution; or you have provided the merchant or payee with the routing, account, and serial numbers by telephone to make a payment or a purchase.
- 2) **NOTICE ABOUT ELECTRONIC CHECK CONVERSION:** When you provide a check as payment, you authorize us to either use information from your check to make a one-time electronic funds transfer from your account or to process the payment as a check transaction. You authorize us to collect a fee as outlined on the *Service Charge Schedule for Consumer Accounts* through an electronic funds transfer from your account if your payment is returned unpaid.
- 3) **NOTICE FOR PROVIDING ADDITIONAL INFORMATION ABOUT ELECTRONIC CHECK CONVERSION:** When we use information from your check to make an electronic funds transfer, funds may be withdrawn from your account as soon as the same day you make your payment, and you will not receive your check back from your financial institution.