



# USA Patriot Act Notice

## Important information about procedures for opening or changing an account under the USA Patriot Act

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.

### What this means for you:

When you open an account, we will ask for

your name,

address,

date of birth,

and other information that will allow us to identify you.

We may also ask to see your driver's license or other identifying documents.

*Federally Insured by NCUA*



## Southern Energy Credit Union – Initial Electronic Fund Transfers Disclosure

This disclosure, required by law, is designed to give you information concerning your account(s) that utilize(s) electronic fund transfers (EFTs).

**Consumer Liability:** Tell us AT ONCE if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft privilege). If you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your money without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft, and we can prove we could have stopped someone from using your money 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, 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 you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**Contact in Event of Unauthorized Transfer:** If you believe that someone has transferred or may transfer money from your account without your permission, call: 800 249-2726 or write us at 750 17TH Street N, Birmingham, AL 35203. You should also call 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.

**Business Days:** For purposes of these disclosures, our business days are Monday through Friday. Holidays are: New Year's Day, Martin Luther King Jr. Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day-After Thanksgiving, Christmas Eve and Christmas.

**Transfer Types and Limitations:** Account Access: the types of EFT available to you are preauthorized transfers, such as: deposit of employer payroll deduction into share or checking; deposit of government payments; and automatic payment of: insurance premiums, mortgage and utility bills. Electronic check conversion: You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to: (1) pay for purchases and (2) pay bills.

**Limitations on Frequency of Transfers:** Except for your checking account, you may not make more than six withdrawals or transfers to another Credit Union account of yours or to a third party by means of a pre-authorized or automatic transfer or telephonic order or instruction during any statement period. No more than three of the six transfers may be made by check, draft, debit card, if applicable or similar order to a third party. If you exceed the transfer limitations set forth above in any statement period, your account may be closed by us or subject to an excess share withdrawal fee implemented by our Board of Directors. For security reasons, there may be limits on the number or dollar amount of transfers you can make electronically.

**Fees:** There are no charges for EFTs or the right to make EFTs.

**Confidentiality:** We will disclose information to third parties about your account or the transfers you make:(1) Where it is necessary for completing transfers, or (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 written permission.

**Documentation. Preauthorized credits:** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 800 249-2726 to find out whether or not the deposit has been made.

**Periodic statements:** You will get a monthly account statement (unless there are no transfers in a particular month. In any case you will get the statement at least quarterly).

**Preauthorized Payments:** (1) 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's how: Call us at 800 249-2726 or write us at 750 17th Street N, Birmingham, AL 35203, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you \$12.00 for each stop-payment order you give.) (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. (3) Liability for Failure to Stop Payment of Preauthorized Transfer. If you order us to stop one of these payments 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.

**Financial Institution's Liability:** 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 will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance: (1) If, through no fault of ours, you do not have enough money in your account to make the transfer. (2) If the transfer would go over the overdraft privilege amount. (3) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken. (4) There may be other exceptions stated in our agreement with you.

**Initial Error Resolution Notice:** In case of errors or questions about your EFTs telephone us as at 800 249-2726 soon as you can or write us at 750 17th Street N, Birmingham, AL 35203 if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 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 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 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 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 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within three 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.