

# Written Statement of Unauthorized Debit

State of \_\_\_\_\_ County of \_\_\_\_\_

I, \_\_\_\_\_ (consumer's name), depose and say that I have examined the attached statement or other notification from Southern Security Federal Credit Union indicating that an ACH debit entry was charged to my account number: \_\_\_\_\_ on \_\_\_\_\_ (date) in the amount of \$ \_\_\_\_\_, and that the entry was unauthorized or improper.

An **unauthorized** debit (with the exception of TEL entries) means that an electronic funds transfer (EFT) from a consumer's account initiated by a person who was not authorized by the consumer, via in writing that was either signed or similarly authenticated, to initiate the transfer. With respect to TEL entries, an unauthorized debit means an EFT from a consumer's account initiated by a person who was not authorized by the consumer, via an oral authorization, to initiate the transfer. An EFT in an amount greater than that authorized by the consumer or that results in a debit to the consumer's account earlier than that authorized by the consumer is also an unauthorized debit. An unauthorized debit does not include an EFT initiated with fraudulent intent by the consumer or any person acting in concert with the consumer. An **improper** debit means a Re-presented Check (RCK) entry, Point-of-Purchase (POP) entry, or Accounts Receivable (ARC) entry that meets the criteria described in Section II below.

**I. For unauthorized entries**, I further state that: (check one)

- I did not authorize, and have not ever authorized, in writing \_\_\_\_\_ (company) to originate one or more ACH entries to debit funds from any account at this financial institution.
- I authorized \_\_\_\_\_ (company) to originate one or more ACH entries to debit funds from my account, but on \_\_\_\_\_ (month/day/year) I revoked that authorization by notifying: Company Name, Address, City, State, Zip: \_\_\_\_\_ in the manner specified in the authorization.
- I authorized \_\_\_\_\_ (company) to originate one or more ACH entries to debit funds from an account at \_\_\_\_\_ (financial institution), but: \_\_\_\_\_ the amount debited exceeds the amount I authorized to be debited. The amount I authorized is \_\_\_\_\_; or \_\_\_\_\_ the debit was made to my account on a date earlier than the date on which I authorized the debit to occur. I authorized the debit to be made to my account on or no earlier than \_\_\_\_\_ (month/day/year).

**II. For improper entries**, I further state that: (check one)

*For RCK entries:*

- the item to which the entry relates is ineligible to be initiated as an RCK entry;
- the required notice stating the terms of the re-presented check entry policy was not provided by the Originator in accordance with the requirements of the NACHA ACH Operating Rules;
- all signatures on the item to which the RCK entry relates are not authentic or authorized, or the item has been altered;
- the amount of the RCK entry was not accurately obtained from the item; or
- both the RCK entry and the item to which the RCK entry relates have been presented for payment.

*For ARC entries:*

- notice was not provided by the Originator in accordance with the requirements of the NACHA ACH Operating Rules;
- the source document and the ARC entry to which it relates have been presented for payment; or
- the amount of the ARC entry was not accurately obtained from the source document.

*For POP entries:*

- the debit entry for which the Receiver is seeking recredit was not authorized by the Receiver;
- the source document used for the debit entry is improper; or
- both the source document and the POP entry to which it relates have been presented for payment.

I further state that the debit transaction was not originated with fraudulent intent by me or by any person acting in concert with me, and that the signature below is my own proper signature. I certify under penalty of perjury that the foregoing is true and correct.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Acknowledged by financial institution branch #: \_\_\_\_\_ Employee: \_\_\_\_\_ Date: \_\_\_\_\_



## **Disputes and Fraud Claims**

Southern Security Federal Credit Union policies and procedures for processing fraudulent and disputed transactions are governed by the Electronic Funds Transfer Act and Regulation E. For a full copy of the EFTA, please refer to the Membership and Account Agreement.

Timely notice is critical! Failure to notify us within sixty (60) days from when the transaction appeared on your statement will make you liable for the entire amount of the disputed transaction.

### **Southern Security FCU claim process:**

SSFCU has ten (10) business days to process your claim. The dispute process can take up to forty-five (45) days; however, if we cannot complete our investigation within a ten (10) day period, we will provide you with PROVISIONAL credit to your account for the amount of the dispute. Note: If it is determined that we cannot charge back the merchant for your transaction, we will withdraw the full amount of the provisional credit from your account within three (3) days of notifying you of the results.

You will be notified of the results in writing once the investigation is complete.

### **Fraudulent Transactions**

A fraudulent transaction occurs only when you have no knowledge of the transaction. You must notify the credit union immediately upon discovering the fraud. You will be required to sign an affidavit attesting to the fact that you have no knowledge of who completed the transaction(s) in question. The credit union reserves the right to require you to complete a police report if we deem it necessary for our investigation. You are responsible for all transactions you authorize if you voluntarily permit someone else to use your card and/or your PIN number or account number.

*\*Business days are Monday through Friday. Credit Union Holidays are not included.*

**I have read and understand the above information and procedures.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date