

# ONLINE BANKING (aka NETTELLER) ELECTRONIC FUNDS TRANSFER DISCLOSURE

#### What is a Business Day?

Every day is a business day apart from Saturday, Sunday, and a Federal holiday.

# Liability for Unauthorized Transfers

Please contact BCT immediately, if you believe an unauthorized person may know your online banking password. A phone call to a BCT representative, at (304)725-8431, will help keep your possible losses to a minimum, by doing so you will not incur losses over \$50.00. A BCT representative will help you determine the best course of action and may require you to sign a written affidavit if there are unauthorized charges on your account.

Anyone who fails to alert BCT within two business days, regarding an Online Banking Password compromise by an unauthorized person, may be liable for as much as \$500.00 in unauthorized charges.

Upon review of your statement, if there are transfers that you did not originate, notify BCT immediately. We may require you to sign a written affidavit. You must notify BCT within 60 days from the date the statement was mailed, or you may be liable for any losses that occur after the 60 days.

#### **Notification of Unauthorized Transaction**

If you believe your password has become known by an unauthorized person, or that someone has transferred money or made payments through Online Banking, without your permission you may call BCT at 304-725-8431 or write BCT at:

BCT, Attention: Deposit Operations, P.O. Box 906, Charles Town WV 25414.

#### **Limitations on Services**

- Dollar Limitations: There is a dollar limit of the available balance in your checking account on any payment, Intrabank transfer, or Interbank transfer.
- Transfer Limitations: Except as provided herein, all Bill Payments and Transfers to and from an account are subject to the terms and conditions of the account, as set forth in the account agreement. With respect to savings accounts, there is a limit of six transfers or withdrawals per month, when these transfers are made by means of a preauthorized transfer, automatic transfer, or telephonic agreement.
- Available Funds are Required: All Bill Payments and Transfers initiated through Online Banking are subject to sufficient funds availability in the affected account.

# **ACH Batching**

By entering an ACH transaction, you certify and agree that the information you submit is correct and that BCT, or it's correspondents, shall not be held liable for any losses incurred by reason of delays, mistakes,



omissions, interruptions, mutilations or errors on the part of the transmitting companies or their employees as such risks are expressly assumed by you the remitter. If a refund is made because of said reasons, BCT shall not be liable for any sum in excess of the market value of such funds on the date of the refund. ACH transactions must be entered prior to 4:00 pm for processing on the next business day.

## Wires Transmitted

By transmitting an outgoing wire transfer, you certify and agree that the information you submit is correct and that BCT, or it's correspondents, shall not be held liable for any loss incurred by reason of delays, mistakes, omissions, interruptions, mutilations, or errors on the part of the transmitting companies or their employees as such risks are expressly assumed by you the remitter. If a refund is made because of such reasons, BCT shall not be liable for any sum in excess of the market value of such funds on the date of the refund. Wires transmitted after 4:00 pm will not be processed until the following business day.

## **Types of Transfers**

Transfers may be completed between your accounts and loan payments may be made if they are part of your Online Banking set-up.

#### Fees

Stop Payment Fees:

If you stop a payment initiated through Online Banking, the stop payment fee of \$30.00 will apply. This fee will apply for any stop payments that are called in to BCT as well.

#### **Account Information Disclosure to Third Parties**

We will disclose information to third parties about your account or the transfers you make for the following reasons:

- Where it is necessary for completing transfers
- In order to verify existence and condition of your account for a third party, such as a credit bureau or merchant
- In order to comply with government agency or court orders
- If you give us written permission
- As explained in the separate Privacy disclosure

#### Your Right to Receive Documentation of Transfers Periodic Statements

You will receive a monthly account statement. If your account is a statement savings not tied to a demand account and no transfers have occurred, you will receive a quarterly statement.

#### **Recurring Deposits**

You have the ability to view deposits that are made to a deposit account for 180 days through your Online



Banking or you may hear the deposits made for 60 days by calling the automated Touchline 24 number at 304-728-2424. You may also call BCT's Call Center at 304-725-8431.

#### **Stop Payments**

Online Stop Payment:

- A check may be stopped after the check has been printed and mailed
- You will be able to view the check number in your online payment history
- The stop payment will be added within your online banking
- Electronic payments may not be stopped
- Applicable fees will apply: \$30.00 for each stop payment placed

## Offline Stop Payments:

To request a stop payment for a transaction done through bill pay contact BCT at 304-725-8431 or write BCT at the following address:

BCT: Attention: Deposit Operations, P.O. Box 906, Charles Town WV 25414

BCT will accept a verbal or written notice to stop an Online Banking transaction no later than three business days before the scheduled date of the payment or transfer. BCT may require you to put your request in writing and send it to BCT within fourteen days of your phone call. The notice must detail whether the cancellation applies to one recurring transaction, or all transactions that are recurring for that merchant. You understand that your written notice will only be accepted at the address listed above. A stop payment fee of \$30.00 will apply for each stop payment placed.

If you request that BCT stop one of these payments, three business days or more before the transfer is scheduled, and BCT fails to do so, BCT will be liable for actual damages as a result of our failure to stop the payment.

# Liability for Failure to Make Payments

If BCT fails to send a payment or make a transfer on time or in the correct amount according to our agreement with you, BCT will be liable for your losses or damages. The following exceptions apply:

- Through no fault of BCT, your account does not contain sufficient funds to make the payment or transfer
- The transfer would go over your overdraft limit
- The ATM network, phone lines, or computer systems were not working properly or were temporarily unavailable
- Circumstances beyond our scope of control, such as fire or flood, prevented the payment or transfer
- A court order or legal process prevents us from making a transfer or payment
- You have previously reported your password lost or stolen, or if we have a reasonable cause to believe there has been unauthorized use of your password You default under any agreement with us
- Either party, BCT or yourself terminate the agreement
- The payee does not process a payment correctly, or in a timely manner
- The information supplied by you is incorrect
- The payment was not scheduled properly



# **Errors or Questions**

For errors or questions regarding Electronic Transfers, please contact, as soon as you can, our Call Center at 304-725-8431 or send written correspondence to:

BCT, Attention: Deposit Operations, P.O. Box 906, Charles Town WV 25414

You may use the same contact methods if you believe your statement is wrong or if you need additional information about a Bill Payment or Transfer listed on the statement. You must contact BCT no later than 60 days after BCT mailed the first statement on which the problem or error appeared. A statement is considered to have been sent when it is first made available. Please supply the following information:

- Your name and account number
- Describe the error or payment
- Explain the error or information needed
- List the dollar amount of the suspect transaction
- Contact by phone: BCT may require that a written statement be completed within 10 business days. 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 our account.

BCT will inform you of the results of our investigation within 10 business days from the time you contacted the bank and will correct any errors promptly. There may be occasions where BCT needs to investigate. The maximum investigation time will be 45 days. If a longer investigation time is warranted, BCT will credit your account within 10 business days for the amount you think is in error. You will have use of the funds during 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.

BCT will inform you of the investigation results within three business days after completing our investigation. You may ask for copies of the documents that we used in our investigation.

*Revised: 3/13/2020* 

