

# Union Building Trades Federal Credit Union

## Member Checklist for Domestic Wire Request

**All information should be gathered before completing the Domestic Wire Transfer Agreement Form Attached.**

**Only full-fledged members can request wires.**

Member information:

- Member's Name (First name, Last name)
- Member's Account Number
- Member's Address
- PIN/Password (for future wires, it can be any combination of letters and numbers)

Transfer information

- Transfer amount (maximum \$5000.00)

Receiving Financial Institution Information

- Payee's Financial Institution Name
- Financial Institution Routing Number/ABA and Financial Institution City/State
  - A unique 9-digit number to identify financial institution in the U.S.
  - Member must reside in the same state
  - Different state: proof of existing account at other financial institution (bank statement)
- Corresponding/Intermediary Bank Name and Routing Number may be noted in remarks, if applicable
  - A financial institution that provides services on behalf of another in order to credit the beneficiary's financial institution
- Any remarks needed on wire, if applicable
  - Additional wiring instructions (example: for further credit information)

Payee information:

- Payee Name (First Name, Last Name)
- Payee Account Number and Type
- Payee Address

Member signature and pin/password selection

**Note: New form must be completed if original banking information changes.**

Maximum wire/transfer amount is \$5000.00 unless in person, no more than one wire in a 14-day period

Union Building Trades charges a wire fee. Contact credit union for amount.

No International wires

No Third-party wires: In person only

Subject to a second verification

Funds are generally received at the other financial institution within one to two business days

Source of funds in account must be verified if deposited within 72 hours of wire request.

**Union Building Trades Federal Credit Union**

**Request for a Domestic Wire Transfer Agreement Form (No international wires)**

**Complete the Agreement Form and send to UBTFCU through one of the following methods: Fax or email (photo ID must be included), or visit our Parsippany or Delaware Branches**

*Funds are generally received at the other financial institution within one to two business days. Additional fees may be assessed by the receiving financial institution.*

**Authorization:** The Member represents and warrants that the accounts listed below are owned entirely by the within-named Member, and are hereby authorized to be charged as instructed by the Member for wire transfers and related fees, The Member agrees to the terms and conditions stated in this agreement.

Please note: The payee and/or payee's financial institution may reverse or reject funds at the discretion of the payee's financial institution. UBTFCU cannot guarantee the response time of the payee's financial institution, and fees may be assessed by the other financial institution

**1. Member Information**

Name: First MI Last Suffix

\_\_\_\_\_

Best Contact Number (we must have this phone number in our system)

Cell \_\_\_\_\_ Home \_\_\_\_\_ Business \_\_\_\_\_

Account Number at UBTFCU: \_\_\_\_\_

Date of request (MM/DD/YY): \_\_\_\_\_

**2. Transfer Information (maximum \$5000.00) Wire Fee "contact credit union for fee amount"**

**3. Receiving Financial Institution**

Name of Payee's Financial Institution \_\_\_\_\_

Address: City \_\_\_\_\_ State (member must reside in same state) \_\_\_\_\_

ABA Number \_\_\_\_\_

Additional Remarks (if applicable): \_\_\_\_\_

**4. Payee's Information (NO THIRD-PARTY WIRES-MUST BE SAME AS SENDER)**

Name: First MI Last Suffix

\_\_\_\_\_

Payee Address:

Street City State Zip Code

\_\_\_\_\_

Payee Account number \_\_\_\_\_

**Member Signature:** \_\_\_\_\_ **Date: (MM/DD/YY)** \_\_\_\_\_

**Personal ID Number (PIN) or Password (can be any combination of letters/#'s)** \_\_\_\_\_ **(to be used for future wires)**

**Member copy- please keep for your records**

**Union Building Trades Federal Credit Union**  
**WIRE TRANSFER AGREEMENT**

This Agreement between the Credit Union (named above) and the Member and its authorized agents (hereafter "Member") governs origination and receipt of wire transfers on behalf of the Member. The terms of this Agreement are construed in accordance with the laws of the United States when applicable and with the laws of the State where the Credit Union branch is located (hereafter, "State"). Should these related laws be amended, this Agreement shall be deemed amended to the extent necessary to comply. Unless otherwise defined, terms used in this Agreement shall have the meanings provided in the State Uniform Commercial Code, Article 4A. Any controversy or claim between the Credit Union and the Member relating to this Agreement shall be determined by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association as described in detail in the Credit Union's Deposit Agreement. This Agreement, along with Agreements related to accounts used for wire transfers, supersedes any prior Agreements between the Credit Union and the Member and shall also be binding upon the Member's heirs, representatives, and successors. In the event of any inconsistency between this Agreement and the account Agreement with respect to wire transfers, this Agreement shall govern. If any part of this Agreement is invalid, illegal, or unenforceable, the remaining provisions shall remain in effect.

1. **Member Liability:** The Member shall be liable to the Credit Union for and shall indemnify and hold the Credit Union harmless from any and all claims, causes of action, damages, expenses (including reasonable attorney's fees and other legal expenses), liabilities and other losses resulting from acts, omissions, or provision of invalid or inaccurate data by the Member or any other person acting in the Member's behalf, including without limitation; a) a breach by the Member of any provision of this Agreement; b) the Credit Union's debiting or crediting of the account of any person as requested by the Member; and c) the failure to act or the delay by any financial institution other than the Credit Union. Any written notice to the Credit Union by the Member must be hand delivered or sent by U.S. mail or express carrier to the branch listed on this Agreement.
2. **Credit Union Liability:** The Credit Union shall be responsible only for performing the funds transfer services provided in this Agreement and shall be liable only for its negligence or willful misconduct in performing these services. The Credit Union shall not be liable for acts or omissions by the Member or any other person including, without limitation, any funds transfer system, any Federal Reserve Bank, any beneficiary's bank, and any beneficiary, none of which shall be deemed the Credit Union's agent. Without limitation, the Credit Union shall be excused from delaying or failing to act if caused by legal constraint, interruption of transmission or communications facilities, equipment failure, war, emergency conditions, strikes, or other circumstances beyond the Credit Union's control. In addition, the Credit Union shall be excused from delaying or failing to execute a transfer if it would result in the Credit Union's exceeding any limitation on its intra-day net funds position established through Federal Reserve guidelines or if it would result in violating any present or future risk control program of the Federal Reserve or a rule or regulation of other governmental regulatory authorities. In no event shall the Credit Union be liable for any consequential, special, punitive, or indirect losses or damages incurred relating to this Agreement including, without limitation, subsequent wrongful dishonor resulting from the Credit Union's acts or omissions. Any liability of the Credit Union for loss of interest resulting from its error or delay shall be calculated using a rate equal to the Federal Funds Rate at the Federal Reserve Bank of New York for the period involved. Payment will be made by crediting the appropriate account involved in the funds transfer.
3. **Reconciliation:** All transfers will appear on the Member's regular account statement. It is the Member's obligation to examine the statement for any discrepancy concerning any payment order. If the Member fails to notify the Credit Union of any such discrepancy within fourteen (14) days after the Member receives the statement or other sufficient information to detect such discrepancy, the Credit Union shall not be liable for and the Member shall indemnify and hold the Credit Union harmless from any loss of interest with respect to the payment order and any other loss which could have been avoided had the Member given such notice. If the Member fails to notify the Credit Union within three (3) months after receiving the statement, the Member is precluded from any claim against the Credit Union.
4. **Security Procedure and Transfer Requests:** The Credit Union and the Member have agreed to the security procedure option(s) selected below and the format requirements as shown on the Credit Union's current Wire Transfer Request Agreement form for each transfer request (and cancellation of a transfer request) transmitted to the Credit Union. In some cases, the Credit Union may take additional actions to those selected to verify the identification of the Member or its agent, or to detect an error in the transmission or content of the transfer request. Any of these additional actions will not be considered part of this Agreement and may only be used periodically. Provided the Credit Union complies with the security procedure selected by the Member, the Member shall be liable for payment of the transferred amount plus transfer fees, even if the transfer request was not actually transmitted or authorized by the Member. If the Credit Union does not follow the agreed security option, but can prove the transfer request was originated by the Member, the Member will still be liable for the transfer amount plus transfer fees. The Member authorizes the Credit Union to record electronically or otherwise any telephone calls relating to any transfer under this Agreement.

**SECURITY PROCEDURES:**

Each transfer request transmitted to the Credit Union by any means shall be accompanied by the following personal identification number:

☐

Callback Password/PIN \_\_\_\_\_

Callback Phone Number \_\_\_\_\_

Domestic wires cutoff. 4:00pm EST

5. **Processing Wire Transfers:** The Credit Union shall process transfer requests based solely upon information received from the Member. In the case where the beneficiary's bank is the Credit Union, the Credit Union may simply debit and credit the appropriate accounts as requested in the authorized wire transfer request. At the time the Credit Union executes a wire transfer or internal transfer, the Member agrees to pay the Credit Union with available funds on deposit for the amount of the wire plus the current Wire Transfer Fee as listed in the Credit Union's fee schedule. If the Member fails to pay in accordance with this Agreement, the Credit Union shall be entitled to request cancellation of the transfer, or to undertake any other legal means to collect the amount of the transfer if unable to cancel, including exercise of right of offset as detailed in the Credit Union's Deposit Agreement.
6. **Errors and Rejections by Credit Union:** If a wire transfer request indicates an intermediary bank or a beneficiary's bank inconsistently by name and identifying number, execution of the request might be based solely upon the number, even if the number identifies a bank different from the named bank or a person who is not a bank. If a wire transfer request describes a beneficiary inconsistently by name and account number, payment might be made by the beneficiary's bank based solely upon the account number, even if the account number identifies a person different from the named beneficiary. Member's obligations shall not be excused in these circumstances. The Credit Union shall reject any transfer request or incoming wire transfer which does not conform to the limitations, security procedures, and/or other requirements set forth in this Agreement, such as availability of funds on deposit. The Credit Union may reject, except when prohibited by law, at its sole discretion any transfer request it receives from the Member for any reason. The Credit Union shall notify the Member of the Credit Union's rejection of the transfer request by telephone, electronic message, or U.S. mail. The Credit Union will comply with regulations issued by the US Treasury's Office of Foreign Assets Control (OFAC). If any transfer request is to an entity listed on OFAC's list of Specially Designated Nationals and Blocked Persons, by law the Credit Union shall not complete the transfer and shall "block" the funds until such time OFAC issues a written release to the Credit Union. The Credit Union shall have no liability to the Member as a result of the Credit Union's rejection of any transfer request or internal transfer if it complies with the terms of this Agreement.
7. **Rejection of the Credit Union's Transfer Request:** If the Credit Union receives notice that a wire transfer transmitted by the Credit Union has been rejected, the Credit Union shall notify the Member of such rejection including the reason given for rejection by telephone, electronic message, or U.S. mail. The Credit Union will have no further obligation to transmit the rejected wire transfer if it complied with this Agreement with respect to the original transfer request.
8. **Cancellation and Change by Member:** The Member shall have no right to cancel or amend any transfer request after received by the Credit Union; however, the Credit Union shall use reasonable efforts to act on a cancellation or change request as long as it is received from the Member or its authorized agent in accordance with the security procedures set forth in this Agreement. The Credit Union shall have no liability if the cancellation or change is not affected.

**Amendments, Assignment, and Termination of Agreement:** The Credit Union shall be entitled to amend this Agreement at any time which will become effective immediately upon the Member's receipt of notification or upon a later date specified in such notification. The Member may amend the "fill-in" portions of this Agreement at any time by completing a new Agreement. Such amendments will not be effective until presented to and signed by the branch listed at the bottom of this Agreement. The Member may not amend other portions of this Agreement without the Credit Union's prior written consent. The Member may not assign this Agreement to any other person or entity without the Credit Union's prior written consent, at which time a new Agreement will be established. Either the Credit Union or the Member may terminate this Agreement at any time by giving written notice to the other party. Termination by the Credit Union shall be effective immediately upon the Member's receiving written notice. Termination by the Member shall be effective the second business day following receipt of written notice. Any termination shall not affect any obligations occurring prior to termination.

9. After each transfer request, Credit Union will provide Member with confirmation of the transfer request to the address contained in Credit Union's records. Member agrees to examine and immediately notify Credit Union within fourteen (14) days after the mailing date of Member's statement or confirmation; whichever is sooner, any discrepancy or error. If Member fails to notify Credit Union of any discrepancy or error within the time period stated above, Member agrees Credit Union is not liable to pay interest with respect to a transfer request described in such confirmation.
10. In no event shall Credit Union be liable for special, consequential, punitive, or indirect loss or damage suffered by Member in connection with this Agreement, regardless of whether Credit Union knew or should have known such damages might be incurred. Credit Union shall not be responsible for Member's attorney fees.
11. The provision of Regulation J, 12CFR Part 210, Subpart B, including the appendices to the extent that the transfer request was carried out through Fed wire govern this Agreement. Terms which are not defined in this Agreement shall have the same meanings as defined in Uniform Commercial Code Article 4A. It is also subject to all applicable operation circulars of the Federal Reserve Bank of Chicago and any other applicable provision of federal or state law. To extent that Regulation does now apply, this Agreement is governed by the laws of New Jersey.
12. If any term of the Agreement is held to be invalid, illegal or unenforceable, the other Agreement terms shall not be affected.