

**METRO MEDICAL CREDIT UNION**  
 8828 Stemmons Freeway, #113  
 Dallas, Texas 75247  
 (214) 630-0611 Fax (214) 688-7042

**Stop Payment Request  
 Post Dated Item Notice**

TYPE OF TRANSACTION	ITEM NUMBER	DATE OF ITEM/TRANSFER	AMOUNT	PAYABLE TO	SERVICE FEE	ACCOUNT NO.
<input type="checkbox"/> Draft/Check <input type="checkbox"/> Preauthorized Electronic Funds Transfer <input type="checkbox"/> Electronic Draft/Check Conversion Transaction		<input type="checkbox"/> Postdated Item				

**1. Item Description.** I request the Credit Union to stop payment on the share draft or check (either referred to hereinafter as "Item"), Preauthorized Electronic Funds Transfer, or Electronic Draft/Check Conversion transaction described above. I warrant that the above description, including the date or scheduled transfer date, its exact amount, the Item Number, and payee are correct. I understand that the EXACT information is necessary for the Credit Union's computer to identify the Item, Transfer, or Conversion Transaction. If I give the Credit Union the incorrect amount or any other incorrect information, the Credit Union will not be responsible for failing to stop payment.

**2. Electronic Draft/Check Conversion Transaction.** I understand that if I authorize the conversion of an Item to an electronic transaction that it will be presented for payment electronically through automated clearinghouse (ACH) processes. Unless the box for Electronic Draft/Check Conversion Transaction located above under the Item No(s)/Type section is marked, I warrant that the Item upon which I am requesting to stop payment is not an Electronic Draft/Check Conversion Transaction. I understand that the Credit Union will not stop payment on an Item if it is processed as an Electronic Check Conversion Transaction and I have not indicated that above.

**3 Preauthorized Electronic Funds Transfer.** I understand that a request to stop the payment of a Preauthorized Electronic Funds Transfer will only apply to the transfer scheduled for the date noted above, under the Date of Item/Transfer section. If I wish to stop additional Preauthorized Electronic Funds Transfers I will submit additional stop payment requests.

**4. Postdated Items.** If this is a Postdated Item Notice, as indicated above, I hereby request the Credit Union to Stop Payment on the Item indicated above if presented for payment prior to the date of the Item. This Postdated Item Notice is subject to all terms and conditions for Stop Payment Requests.

**5. Stop Payment Requests.** I agree that the Credit Union will not be responsible for stopping payment unless my Stop Payment Request is received by the Credit Union

1. within a reasonable time for the Credit Union to act on my request prior to final payment or similar action; or
2. at least three (3) business days before the scheduled date of a Preauthorized Electronic Funds Transfer.

I understand that my Stop Payment Request is conditional and subject to the Credit Union's verification that the Item has not already been paid or that some other action to pay the Item has not been taken. I understand that my Stop Payment Request will be effective as follows: for an oral request (if permitted by the Credit Union), a period of fourteen (14) days from the date of this request; for a written request, a period of six (6) months from the date of this request unless I withdraw this request or renew the request for additional periods, in writing. I also agree to notify the Credit Union promptly upon the issuance of any duplicate Item which replaces the Item subject to this request or upon return of the original Item. I agree to pay the Credit Union a stop payment fee for each request as set forth above.

**6. Indemnification.** I agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, (to the extent permitted by law) damage or claims related to the Credit Union's action in refusing payment of the Item, including claims of any joint owner, payee, or endorsee, or in failing to stop payment of an Item as a result of incorrect information provided by me.

**7. This Stop Payment Request is subject to the Uniform Commercial Code as adopted by the State where the Credit Union's main office is located, by automated clearinghouse rules and by other local clearinghouse rules.**

**Request Verification/Renewal**

- Written Request (Automatically expires after 6 months unless renewed.)
- Oral Request (If permitted, automatically expires after 14 days.)
- Renewal Request (Automatically expires after 6 months unless renewed.)

Date of Initial Request \_\_\_\_\_

Time Received \_\_\_\_\_

X \_\_\_\_\_  
 Member Signature Date

X \_\_\_\_\_  
 Member Signature Date

Written Statement Under Penalty of Perjury

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

I, \_\_\_\_\_, state that I have examined the attached statement or other notification from Metro Medical Credit Union indicating that an ACH debit entry was charged to my Account No. \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_ in the amount of \$ \_\_\_\_\_ and that the debit was unauthorized or improper.

An unauthorized debit (with the exception of TEL entries) means an electronic funds transfer from a member's account initiated by a person who was not authorized by the consumer, via a that was either signed or similarly authenticated, to initiate the transfer. With respect to TEL entries, an unauthorized debit means an electronic fund transfer from a member's account initiated by a person who was not authorized by the consumer, via an oral authorization, to initiate the transfer. An electronic fund transfer in an amount greater than that authorized by the member or that results in a debit to the member's account earlier than that authorized by the consumer also is an unauthorized debit. An unauthorized debit does not include an electronic transfer initiated with fraudulent intent by the consumer or any person acting in concert with the consumer. An improper debit means a Represented Check Entry (RCK), Point-of-Purchase entry (POP) or Accounts Receivable Entry (ARC) 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, \_\_\_\_\_ (company name) to originate one or more ACH entries to debit funds from any account at Metro Medical Credit Union.

\_\_\_\_\_ I authorized \_\_\_\_\_ (company name) to originate one or more ACH entries to debit funds from my account, but on \_\_\_\_\_, 20\_\_\_\_, I revoked that authorization by notifying \_\_\_\_\_ in the manner specified in the authorization.

\_\_\_\_\_ I authorized \_\_\_\_\_ to originate one or more ACH entries to debit funds from an account at Metro Medical Credit Union, 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 no earlier than \_\_\_\_\_, 20\_\_\_\_.

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

- *for RCK entries – Re-Presented checks:*

\_\_\_ 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 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 – Accounts Receivable*

\_\_\_ notice was not provided by the Originator in accordance with the requirements of the *NACHA Operating Rules*;

\_\_\_ the source document used for the debit entry is improper;

\_\_\_ both 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 – Point of Purchase:*

\_\_\_ 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 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 and Place*

\_\_\_\_\_  
*Signature*