



TWIA Electronic Fund Transfer (EFT) Authorization Request Form

By signing this request, you attest that:

1. You desire EFT capabilities for the agency shown below;
2. Your agency is registered and is in good standing;
3. You are authorized to enter into banking agreements for the agency shown below; and
4. You have read and you understand the “Electronic Funds Transfer Terms and Conditions” (Pg. 2)

The Agency detailed below requests to be enabled for EFT:

Agency Name:	
Agency Address, City, State, Zip:	
Agency TDI License No.:	
Phone No.:	
Signature of person authorized to sign for bank account:	
Printed name of person authorized to sign for bank account:	
Date:	

TWIA will notify you by email when EFT has been enabled for your agency¹. Please ensure that the email address of your agency’s primary contact shown in Agent Portal is correct.

The Terms and Conditions will remain in effect until TWIA has received written notification of the agency’s desire to terminate EFT capabilities. TWIA has the right to revoke your permissions to use EFT if any payments are returned due to non-sufficient funds.

Send this completed form using one of these methods:

Email:	AgentServices@twia.org
U.S. Mail:	Texas Windstorm Insurance Association Attn: Agent Services PO Box 99090 Austin, TX 78709
Fax:	512-899-4950 Attn: Agent Services

¹ EFT payment is not available for Manufactured Home or Builder’s Risk applications



ELECTRONIC FUNDS TRANSFER TERMS AND CONDITIONS

This document covers you and your rights and responsibilities concerning the Electronic Payment via electronic funds transfer ("EFT") services offered to you by Texas Windstorm Insurance Association ("TWIA"). Electronic funds transfers are electronically initiated transfers of money from your account through the electronic funds transfer services described below. By signing a request for EFT service, or using the service, each of you, jointly and severally, agree to the terms and conditions in the Agreement and any amendments for the EFT services offered.

1. Definitions

In this Agreement, the words "you" and "yours" mean those who sign the application, joint owners, or any authorized users. The words "we," "us," and "our" mean TWIA. The word "account" means any one or more savings and checking accounts you have with banking institutions. Business day means Monday through Friday excluding any holidays on which TWIA and/or our third party financial institution is closed.

2. Service Provider

You authorize TWIA to use a party to make the authorized EFT withdrawals.

3. EFT Services

Upon approval, you may use EFT services offered by TWIA. We will only process payments to TWIA. Our bank will withdraw, via the Automated Clearing House (ACH), the designated funds from the checking or savings account that you have specified.

Payment transactions requested on or before 8:00 pm Central Time will be processed the same day they are submitted. Payment transactions requested after 8:00 pm Central Time will be processed the following Federal business day.

If you've established Automated Clearing House Blocks at your bank for the bank accounts you intend to use you will need to define an ACH Filter at your bank for TWIA transactions.

4. Conditions of EFT Services

Security of Access Code: Your users will be using an access code (PIN and/or password) in conjunction with your electronic funds transfers. Access codes are confidential and should not be disclosed to third parties. You are responsible for safekeeping of your access codes. You agree not to disclose or otherwise make your access code available to anyone not authorized to sign on your accounts. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and TWIA suffers a loss, we may terminate your EFT services immediately.

Joint Accounts: If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and alone and together, shall be responsible for all EFT transactions to or from any savings or checking accounts, as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and hereby is authorized by every other joint account owner to make any transaction permitted under this Agreement.

5. Fees and Charges

TWIA does not charge fees to you for this service. Your financial institution may charge fees to you for electronic funds transfers.



6. Agency Liability

You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, you are responsible for any transactions they authorize or conduct on any of your accounts. If your bank statement shows transfers that you did not make, you must immediately notify TWIA and your bank.

7. Right to Receive Documentation

You will receive a payment confirmation at the time you pay for TWIA insurance application, which you should print for your records. A copy of the confirmation will also accompany the completed insurance application you receive from TWIA.

8. Account Information Disclosure

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

- as necessary to complete transfers;
- to comply with government agency or court orders; or
- if you give us written permission.

9. Notices

All notices from TWIA will be effective when we have mailed them or delivered them to your last known address in TWIA's records. Notices from you will be effective when received by TWIA at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change. Use of this service is subject to existing regulations governing the TWIA business relationship and any future changes to those regulations.

Texas Windstorm Insurance Association
PO Box 99090
Austin, Texas 78709

You will receive email communication from TWIA and TWIA's bank regarding various aspects of the EFT service. As EFT payment service is inherently an electronic medium, you consent to the use of email as the mechanism TWIA and TWIA's bank will use to communicate information regarding your enrollment and transactions. It is essential that your email address at TWIA and TWIA's bank be kept current. All email notices from TWIA will be effective when we have sent them to your last known email address in TWIA's records.

10. Termination of EFT Services

You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of the service. TWIA may also terminate this Agreement at any time by notifying you orally or in writing. Whether you or TWIA terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFT transactions made prior to termination.

11. Governing Law

This Agreement is governed by the TWIA Plan of Operation (28 TAC §5.4001), federal laws and regulations, the laws and regulations of the State of Texas, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which TWIA is located.



TEXAS WINDSTORM
INSURANCE ASSOCIATION

12. Enforcement

You are liable to us for any loss, cost or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs or expenses from amounts owed to you by TWIA without prior notice to you. If we bring legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgement collection actions.

Agency Name: _____ Date: _____

Printed Name: _____

Signature: _____

Title: _____