

Appleseed is pleased to present an update to our 2012

“PROTECTING ASSETS AND CHILD CUSTODY IN THE FACE OF DEPORTATION.”



March 2017

As millions of immigrant families face fear and uncertainty, Appleseed is updating its 2012 manual, “Protecting Assets and Child Custody in the Face of Deportation.”

This one-of-a-kind resource is designed for immigrants and those who work with them: the host of attorneys, nurses, social workers, religious workers who are stepping up in challenging times. Appleseed’s Manual will help families develop plans *in advance* to deal with critical financial and family issues in the event of deportation, arrest and other emergencies.

Because the times are so uncertain, and the demand for these updates is growing, we are publishing each chapter as we draft it.

We are grateful for your interest, and for everything you can do to help immigrants and refugees. Please let us know of other topics you’d like to see covered.

To explore new chapters, further updates and additional resources, please visit us at www.appleseednetwork.org/deportationmanual.

A handwritten signature in black ink that reads "Bert Brandenburg". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Bert Brandenburg
President, Appleseed



APPLESEED

Appleseed wishes to express our gratitude to Norton Rose Fulbright and its individuals and attorneys for their expertise: Kathleen Scott and Joseph Drapalski.

CHAPTER 16:

REMITTANCE TRANSFER CONSUMER RIGHTS

United States consumer protection law protects individuals who send remittance transfers to recipients in another country. This section discusses the details and applicability of these protections. This section answers the following questions:

☹☹ What Remittance Transfers are Protected? ☹☹ What Protections Apply to Remittance Transfers? ☹☹ What if You Want to Cancel Your Remittance Transfer? ☹☹ What if There is a Problem With Your Remittance Transfer? ☹☹

The information in this chapter should be used only as a starting reference and cannot take the place of legal representation.

What Remittance Transfers Are Protected?

A remittance is money sent through electronic transfer from an individual in the United States through a remittance transfer provider to recipients abroad.

An individual who sends a remittance of \$15 or more is protected by certain federal disclosure requirements imposed on most businesses that provide the remittance transfer service.

Not all businesses that provide remittance transfer services are covered by the law. Only companies that provide more than 100 remittance transfers per year (“remittance transfer service providers”) are required to comply with the law. Remittance transfer service providers generally include money transmitter companies (such as Western Union), banks and credit unions, and many other types of financial services companies.

Generally, businesses that send remittances on behalf of customers are regulated entities, either because they are regulated banking organizations or they are nonbank businesses that have state licenses as money transmitters. Almost all states now license and regulate nonbank money transmitters. For your protection, you should use only a regulated bank or a licensed money transmitter to send your remittance.

What Protections Apply to Remittance Transfers?

Under federal law, remittance transfer service providers are required to provide readily understandable, clear and conspicuous disclosures for certain information concerning your remittance transfer.

Under federal regulations, remittance transfer providers must provide you with the following information before you pay to send a remittance:

- The applicable exchange rate
- Any fees and taxes that the remittance transfer provider collects from you
- Any fees charged by any third parties involved in the transfer process, including the remittance transfer provider's agents or other companies involved in the transfer process
- The total amount of money expected to be delivered (not including foreign taxes or certain fees charged to the recipient of the remittance)
- A statement that additional foreign taxes and fees may apply

Remittance transfer providers must also provide the following information after you pay to send the remittance:

- When the money will be available to the recipient
- Instructions on your right to cancel the remittance
- What to do in case there is an error with your remittance
- How to submit a complaint about your remittance

Generally speaking, these disclosures must be provided in English and either in: (i) each of the foreign languages principally used by the remittance transfer provider to advertise, solicit, or market remittance transfer services at the office in which a sender conducts a transaction or asserts an error; or (ii) the foreign language primarily used by the sender with the remittance transfer provider to conduct the transaction, provided that the foreign language is principally used by the remittance transfer provider to advertise, solicit, or market remittance transfer services at the office in which a sender conducts a transaction or asserts an error. Generally speaking, transfers conducted solely through telephone, mobile and text should be made in the language used by the sender to conduct the remittance transfer transaction.

What If You Want to Cancel Your Remittance Transfer?

After paying for a remittance, you have 30 minutes to cancel the transaction at no charge if the request to cancel permits the remittance transfer provider to identify the sender and the particular transfer to be cancelled, and the transfer has not already been picked up or deposited into the recipient's account.

After the request to transfer, the remittance transfer provider has three business days to refund your remittance and any fees or taxes if allowed by law.

What If There is a Problem With Your Remittance Transfer?

If you think that there was an error or mistake with your remittance transfer, you should immediately contact the remittance transfer provider. You have 180 days from the date the

money was supposed to be available to the recipient of the remittance (this date must be disclosed by the remittance transfer provider) to notify the provider of the error.

The remittance transfer provider has 90 days from the date of your complaint to investigate your concern.

If certain errors occur, then you may be able to choose to receive a refund or resend the remittance. These errors include payment of the wrong amount, failure to deliver funds on time or to the right person, and failure to deliver the funds at all.

If you do not receive a satisfactory response, you can submit a complaint to the United States' Consumer Financial Protection Bureau (CFPB). Complaints may be submitted online at: <https://help.consumerfinance.gov/app/moneytransfers/ask>.