

APPENDIX H: EXCEPTION RESOLUTION SERVICE

1.0 GENERAL

The

This appendix sets forth the terms under which the Reserve Banks provide the Exception Resolution Service (“Service”).

1.0 GENERAL

The Service is provided by the Reserve Banks through an application that permits a participating depository ~~institution to handle~~ institutions who have agreed to the terms of Operating Circular No. 4 to exchange information to aid in handling certain kinds of ACH exceptions (~~the “ACH Exception Use Cases,” as defined below~~) that arise with respect to ACH items originated or received through the FedACH service of those depository institutions. The application permits a Requesting Bank to initiate an ACH Exception Use Case and a Responding Bank to receive, read, and respond to that ACH Exception Case, in each case as set forth in the ACH Exception Resolution Service Quick Reference Guide (the “ERS QRG”). The Reserve ~~Bank provides~~ Banks provide the Service by hosting the underlying application and by providing a Participating Bank ~~electronic~~ access to the Service online through ~~appropriate FedLine connections, or by providing the service~~ an Electronic Connection or offline as described in paragraph 6.0 below. ~~The Service permits a Requesting Bank to initiate an ACH Exception Use Case in accordance with the Reserve Bank procedures, as set forth in the ACH Exception Resolution Service Quick Reference Guide (ERS QRG). The Service facilitates the validation of that ACH Exception Use Case, ensuring it relates to a FedACH item, and that both the Requesting Bank and the Responding Bank are Participating Banks under the Service. The Service also facilitates the information sharing about the ACH Exception Use Case, including reports regarding the Service.~~

~~This Appendix provides for the terms and conditions under which the Reserve Banks offer the Service.~~

1.0 DEFINITIONS

~~2.1 **Participating Bank** means a depository institution that the Reserve Bank has automatically enrolled in the Service, or that has opted to enroll in the Service.~~

~~A Participating Bank may be a Partial Service Participant, a Full Service Participant, or an Offline Service Participant.~~

~~With respect to any ACH Exception Use Case, a Participating Bank is either a Requesting Bank or a Responding Bank.~~

Unless otherwise stated in this appendix, a term defined in the body of this Operating Circular No. 4 has the same meaning in this appendix. For purposes of this appendix:

1.1 **ACH Exception Use Case** means a permitted reason for sending a message through the Service as set forth in the ERS QRG, such as requests by an ODFI to an RDFI seeking a return of an ACH entry, information about the status of a payment, or a written statement of unauthorized debit; requests from an RDFI to an ODFI seeking a copy of a

converted check, Originator contact information, proof of authorization, or acceptance of a late return; and general messages between Participating Banks.

1.1 ~~A Partial Service Participant means a depository institution that the Reserve Bank has automatically enrolled in the Service, as provided for in par. 4.1. A Partial Service Participant can act only as a Responding Bank by receiving, reading, and responding to an ACH Exception Use Case, request reports, as well as view a 13-month archive of all inbound and outbound messages regarding the Service, but cannot act as a Requesting Bank.~~ **Electronic Connection** has the meaning assigned to it in the Reserve Banks' Operating Circular No. 5.

1.2 **FedACH Origination and Receipt** means the services provided by the Reserve Banks under Operating Circular No. 4 through which a depository institution may send or receive ACH items to the Reserve Banks without designating another ACH operator as its agent for these activities.

1.3 ~~2.3 A Full Service Participant~~ means a depository institution that agrees to become a Participating Bank, as provided for in ~~par~~paragraph 4.0. 4.2. A Full Service Participant can ~~initiate, receive, read, respond, close or cancel ACH Exception Use Cases, request reports, as well as view a 13-month archive of all inbound and outbound messages regarding the Service~~act as a Requesting Bank or Responding Bank.

~~2.4~~ ~~An~~

1.4 Offline Service Participant means a depository institution enrolled in FedACH Origination and Receipt that agrees to become a Participant using the offline service, as provided for in paragraph 6.0.

1.5 Participating Bank means a Partial Service Participant or a Full Service Participant. With respect to any ACH Exception Use Case, a Participating Bank is either a Requesting Bank or a Responding Bank.

1.6 Partial Service Participant means a depository institution that agrees to become a Participating Bank, as provided for in paragraph 4.0. A Partial Service Participant can act only as a Responding Bank.

1.7 ~~2.5-Requesting Bank~~ means a Participating Bank that initiates an ACH Exception Use Case.

1.8 ~~2.6-Responding Bank~~ means a Participating Bank that receives an ACH Exception Use Case.

~~2.7 ACH Exception Use Case~~ means a permitted reason for sending a message through the Service as set forth in the ERS QRG, including messages from an ODFI to an RDFI requesting a return of an ACH entry, information about the status of a payment, or a written statement of unauthorized debit; messages from an RDFI to an ODFI requesting a copy of a converted check, Originator contact information, proof of authorization, or acceptance of a late return; and general messages between Participating Banks. The Service is designed to assist Participating Banks to handle only the specific ACH Exception Use Cases that are defined in the ERS QRG.

~~2.0 The Structure and Operation of the Service~~ THE STRUCTURE AND OPERATION OF THE SERVICE

2.1 The Exception Resolution Service Application

The Reserve Bank makes the Service ~~ERS~~ application accessible to authorized users designated by a Participating Bank who possess credentials provided by the Reserve Bank for the purpose of using the Service through an Electronic Connection. A Participating Bank agrees that the Reserve Banks may receive, store, and transmit information related to each ACH Exception Use Case involving a ~~Participant~~ Participating Bank. Such information may include personally identifiable financial information or other sensitive information provided by the Participating Bank.

2.2 The Exception Resolution Service Data Repository

The Reserve Bank manages ~~the an~~ ERS ~~Data Repository, which~~ data repository that contains all information related to each ACH Exception Use Case ~~in an online repository~~ for a period of not less than 13 months beginning on the day the ACH Exception Use Case is properly initiated according to ~~par~~ paragraph. 3.4. A Participating Bank may ~~access the ERS Data Repository to~~ view and retrieve information from the ERS data repository related to ACH Exception Use Cases for which the Participating Bank was the Requesting Bank or the Responding Bank.

2.3 Exception Resolution Service Reporting

The Reserve Bank may provide reporting services to Participating Banks with respect to the

Service ~~ERS. Exception Resolution Service Reporting~~ details are further described, [as prescribed](#) in the ERS QRG.

2.4 **Process Flow** Processing of an ACH Exception Use Case

3.4.1 **A) Initiation** by the Requesting Bank

To create an ACH Exception Use Case, the Requesting Bank, ~~through its authorized user, accesses the ERS user interface, selects the~~ must select a specific ACH Exception Use Case type that it wishes to initiate and ~~provides~~ provide the required/optional information for ~~that specific~~ the ACH Exception Use Case. The ~~ACH~~ ERS QRG specifies the type of cases that Reserve Banks handle and the information requirements for submitting each ~~ACH Exception Use Case~~.

B) Reserve Bank Processing of ACH Exception Use Case:

3.4.2 **a- Validations Performed** By the Reserve Bank:

(a) When transactional information is being exchanged:

(i) If the Requesting Bank is identifying a FedACH entry sent or received by the Requesting Bank through FedACH Origination and Receipt, the Requesting Bank ~~is required to~~ should search its FedACH transactions ~~in~~ through the ~~ERS user interface~~ Service where available and select the appropriate FedACH entry for that ACH Exception Use Case; and

(ii) if the Requesting Bank is identifying any other ACH entry, the Requesting Bank is responsible for providing information from the entry that will be included as part of the ACH Exception Use Case. ~~The Reserve Bank then validates the transaction information by comparing it against the identified FedACH entry and confirming that the transactional information provided corresponds to the selected FedACH entry if the transaction~~

(b) The Reserve Bank will validate that the Requesting Bank and Responding Bank identified in the ACH Exception Use Case are Participating Banks, and the required fields associated with the ACH Exception Use Case contain data.

If the Reserve Bank is unable to validate the information ~~fails a validation or the ACH Exception use case was otherwise improperly initiated~~, the Reserve Bank will close the ACH Exception Use Case and send a cancellation message, and including the reason for cancellation, to the Requesting Bank.

(c) ~~b-~~ After an ACH Exception Use Case is properly initiated and the Reserve Bank has completed all validations, including confirming that both the Requesting Bank and the Responding Bank are Participating Banks, the Reserve Bank will open an ACH Exception Use Case and notify the Responding Bank ~~of the open ACH Exception Use Case.~~ If the ACH Exception Use Case is not properly initiated or validated, the Reserve Bank will close the ACH Exception Use Case and send a cancellation message and reason for that cancellation to the Requesting Bank.

(d) ~~e-~~ The Reserve Bank will maintain the ACH Exception Use Case in active status until ~~otherwise~~ the case is resolved, closed, or canceled, in accordance with the ERS QRG. ~~If no response is received within a specified period of time, as prescribed by the ACH ERS QRS, the ACH Exception Use Case will be closed or cancelled.~~ A The Reserve Bank will send a message ~~indicated~~ indicating the resolution, cancellation, or closure ~~will be sent~~ to the Requesting Bank. ~~The ACH ERS QRG specifies the timeframes of how long an~~

(e) If the Reserve Bank does not receive a response to the ACH Exception Use Case ~~will remain in active status before~~ within the time period time specified in the ERS

QRG, the Reserve Bank will close or cancel ~~it is closed.~~

- (f) ~~d-~~The Reserve Bank will maintain a record of each ACH Exception Use Case and any related files in the ERS Data Repository for not less than 13 months from the date on which the ACH Exception Use Case was properly initiated.

3.4.3 ~~g-~~**Responding Bank's Role-**

- (a) ~~a-~~Each Participating Bank must exercise due diligence when maintaining, using, and granting access to the ~~ERS user interface~~Service, as well as when opening and reviewing ACH Exception Use Case notifications.

- (b) ~~b. A Responding Bank may respond to the ACH Exception Use Case using the ERS user interface, or may choose not to respond, but in either event, the~~The Responding Bank is responsible for exercising due diligence and complying with any obligation it may have to respond to specific types of ACH Exception Use Cases as required by the Nacha Rules regardless of whether it chooses to respond to the ACH Exception Use Case using the Service.

(c) ~~e.~~ A Responding Bank may attach files, as appropriate, in response to an ACH Exception Use Case.

~~d. By not responding within the specified period of time under the ERS QRG, the ACH Exception Use Case will be canceled~~

3.4.4 ~~D.)~~ **Requesting Bank's Action to an ACH Exception Use Case:**

(a) ~~a.~~ Once a Requesting Bank receives a response to an ACH Exception Use Case, the Requesting Bank can view the response, including any accompanying attachments, and ~~can send a message~~ may respond as follows:

~~i. In replying, the~~ (i) The Requesting Bank may reply to request additional information from the Responding Bank, ~~but in replying the Requesting Bank is not~~ without initiating a new ACH Exception Use case.

~~ii. By resolving, the~~ (ii) The Requesting Bank's ~~message indicates~~ may resolve the ACH Exception Use Case if it is satisfied with the Responding Bank's reply and no further action, information, etc. is needed;

~~iii. By not replying~~ (iii) The Requesting Bank may choose to take no action within the Service within the specified period of time under the ~~ACH~~ ERS QRG, the ACH Exception Use Case will close.

(b) ~~b.~~ Only a Requesting Bank can resolve an ACH Exception Use Case by sending a message indicating the ACH Exception Use Case is resolved. ~~The~~ Once the message is received, the ERS Application will close the ACH Exception Use Case and remove it from any status report.

3.4.5 ~~E.)~~ **Cancelling an ACH Exception Use Case:**

(a) ~~a.~~ Only a Requesting Bank or the Reserve Bank can cancel an ACH Exception Use Case.

(b) ~~b.~~ If a Requesting Bank determines an ACH Exception Use Case was initiated in error, the Requesting Bank must send a cancellation message.

(c) ~~c.~~ The Reserve Bank will forward the cancellation message to the Responding Bank.

(d) ~~d.~~ If the Reserve Bank cancels an ACH Exception Use Case, the Reserve Bank will send a cancellation message to the Requesting Bank and to the Responding Bank if the ACH Exception Use Case had previously been sent to them.

3.4.6 ~~F.)~~ **ACH Exception Use Case Reports:**

~~a.~~ In providing the Service, the Reserve Bank will create and make available certain reports in the ERS Application. Refer to the ~~ACH~~ ERS QRG for specifics on what information is available on the reports regarding the Service.

4.0 ~~Enrollment in the Service and Terminating the Service~~ ENROLLMENT IN AND TERMINATING THE SERVICE

4.2 ~~4.1~~ **Enrollment of Partial Service Participants.** ~~On the day the Service is placed into operation, the Reserve Bank will automatically enroll all depository institutions, as Partial Service Participants, that are at that time enrolled in FedLine Information Services. Their automatic~~

enrollment as Partial Service Participants will be a one-time event. Thereafter, any depository institution that enrolls in the Service will enroll as a Full Service Participant.

~~4.2~~ **Enrollment of Full Service Participants.** A depository institution ~~becomes~~ may become a Full

Service, Partial Service, or Offline Service Participant by completing the Reserve Bank's enrollment procedures, including executing a participation agreement and ~~designating credentialed subscribers to~~ establishing access to the Service.

4.2 ~~Terminating the Service~~ Termination

4.3.1 A Participating Bank, ~~whether automatically enrolled or otherwise~~, may terminate the Service by following the Reserve Bank's designated procedures for terminating the Service. Within ten business days after receipt of written request to terminate, the Reserve Bank will notify the Participating Bank in writing that it is no longer participating in the Service.

4.4 ~~Termination by the Reserve Bank~~

4.3.2 The Reserve Bank may terminate a Participating Bank's access to the Service provided under this Appendix by giving not less than ten days prior written notice to the Participating Bank.

5.0 ~~Designation of Authorized Users & Email Delivery~~ DESIGNATION OF AUTHORIZED USERS & EMAIL DELIVERY

~~The Reserve Bank will designate as authorized users and secure emails addresses those Partial Service Participants, which the Reserve Bank automatically enrolled on a one-time basis, and where such Partial Service Participants' current authorized users and secure emails access the FedLine Information Service. Otherwise, a~~

5.1 Generally

A Participating Bank must designate, as applicable, an Electronic Connection, authorized users, and ~~provide secure~~ email addresses to use the Service by completing a written agreement in a form prescribed by the Reserve Bank.

5.2 Designating Agents

5.2.1 A Participating Bank may ~~appoint~~ designate an agent ~~for accessing, including an ACH operator (other than a Reserve Bank), to access and~~ using the ~~online service or for using the off-line service~~ Service through an Electronic Connection or offline. Such appointment must be in a form provided by the Reserve Bank and must be executed by the Participating Bank, its agent, and the Reserve Bank. The Participating Bank authorizes its agent to take any action that the Participating Bank might take regarding electronic access to and use of the Service, including but not limited to: ~~1-~~ (i) selecting which security procedure to use to access the Service; ~~or 2-~~ (ii) executing on behalf of the Participating Bank any security procedure agreement that the Reserve Bank may require from time to time. The Participating Bank's agent's ~~access to the Reserve Bank's electronic systems~~ use of an Electronic Connection is governed by ~~OC 5, as amended from time to time,~~ Operating Circular No. 5 and the Certification Practice Statement, each as amended from time to time.

5.2.2 The Participating Bank authorizes each of the Federal Reserve Banks to receive information related to the Services and to act upon such information and/or instructions sent to a Reserve Bank by the Participating Bank's agent. The Participating Bank and its agent warrant to each Reserve Bank that information related to the Services transmitted to a Reserve Bank by the Participating Bank's agent is substantially accurate, and the agent is

acting within the scope of its authority.

5.2.3 The Participating Bank agrees that its agent:

~~1) (i)~~ will be granted credentials authorizing the agent to access the Service for the purpose of facilitating the exchange of ACH Exception Use Case information; ~~2) (ii)~~ will use those credentials to act on behalf of the Participating Bank; and ~~3) (iii)~~ may use the same credentials to access the Federal Reserve Banks' FedLine connection on behalf of other Participating Banks that use the same agent to access the Reserve Bank's electronic systems.

5.2.4 The Reserve Bank is not responsible for connectivity, security, or communication between the Participating Bank and its agent. It is the responsibility of the Participating Bank and its agent to establish security and controls sufficient to assure that the agent properly identifies and handles the items, information, and instructions of a Participating Bank and segregates them from any items, information, or instructions of another Participating Banks. The Reserve Banks are not required to take, and will not take, any measures to assure that the Participating Bank's work is properly identified, handled, or segregated by the agent. The Participating Bank authorizes each Reserve Bank to rely on the agent's identification of items, information, and instructions as having been originated or authorized by the Participating Bank.

5.2.5 The Participating Bank agrees to be bound by any acts or omissions of its agent with respect to the Services that are handled by a Reserve Bank. The Reserve Banks may rely on the agency appointment until it is revoked in writing and the written revocation is received by the Reserve Bank and the Reserve Banks have had a reasonable time to act on it.

~~Any obligations regarding the Services that exist at the time of any termination of the authorized user appointment shall survive the termination of the authorized user appointment.~~

~~The Participating Bank agrees to indemnify, defend, and hold the Reserve Banks harmless against any claim, loss, cost, or expense resulting from the acts or omissions of the Participating Bank's authorized user, or a Reserve Bank's acts or omissions in carrying out the instructions of the agent within the scope of the agency appointment, including but not limited to attorney's fees and expenses of litigation, except for any claim, loss, cost, or expense arising solely out of a Reserve Bank's failure to exercise ordinary care or to act in good faith.~~

6.0 The Offline Service

6.0 THE OFFLINE SERVICE

6.1 A depository institution enrolled in FedACH Origination and Receipt may enroll in the Service as an Offline Service Participant (~~"Offline Participant"~~) by designating the Reserve Bank to access and use the functionality of the application on behalf of the Offline Service Participant.

6.2 Following procedures established by the Reserve Bank, the Offline Service Participant or its designated agent must designate individuals who are authorized to act for the Offline Service Participant with respect to the Service and authorize the Reserve Bank to act upon any information or instruction received from such individuals with respect to the Service. The Offline Service Participant must also follow procedures established by the Reserve Bank to designate ~~a secure~~ an email address that will be used by the Offline Service Participant or its designated agent and the Reserve Bank to send and receive secure messages and files ~~related to~~ when accessing the ~~provision of the~~ Service offline ~~service~~.

6.3 An Offline Service Participant may take any action that a Requesting Bank may take under paragraph 3.4 of this Appendix by sending an instruction to take such an action in a secure email, in accordance with the Reserve Bank's procedures, to the Reserve Bank at a designated address between 8:30am ET and 5:00pm ET, Monday to Friday on a Reserve Bank Banking Day.

6.4 An Offline ~~Full~~ Service Participant must follow instructions and restrictions set forth in the ~~ACH~~ ERS QRG. If the Reserve Bank receives a properly initiated offline instruction by 3:00 pm ET on a Banking Day, the Reserve Bank will enter the appropriate message case into the ERS application and send it to the Responding Bank the same business day, subject to Reserve Bank resource availability.

6.5 If the Responding Bank with respect to a case is an Offline Service Participant, the Reserve Bank will transmit a secure email message to the Offline Service Participant's designated ~~secure~~ email address, notifying the Responding Bank of the case.

6.6 Each Offline Service Participant must exercise due diligence to check its secure ~~mail box~~ mailbox and to respond timely and appropriately to cases delivered to that mailbox. An Offline Participant may take any of the actions that a Responding Bank may take under paragraph 3.4 of this Appendix by sending an instruction to take such action in a secure email in accordance with the Reserve Bank's procedures.

6.7 If the Reserve Bank receives an instruction from an Offline Service Participant to respond to a case by 3:00 pm ET on a Banking Day, the Reserve Bank will enter the response into the ERS application and send it to the Requesting Bank the same Banking Day, subject to Reserve Bank resource availability. To comply with a deadline for replying to an exception case under applicable rules, a Responding Bank that is an Offline Service Participant must allow two days for the Reserve Bank to process a response from the Responding Bank and deliver the response to a Requesting Bank.

6.8 The number of ACH Exception Use Cases that an Offline Service Participant may have open within a specific period of time is limited, as provided in the ~~ACH~~ ERS QRG. The Reserve Bank will not process additional offline cases if an Offline Service Participant exceeds its limit for a specified period. Each Offline Service Participant should exercise due diligence with respect to its use of the Service and the limit on the number of offline cases that the Reserve Bank will process. ~~An Offline Participant may become a Full Service Participant by enrolling as provided in paragraph 4.2 of this Appendix.~~

~~The Offline~~ **6.9** Accessing the Service offline includes manual processes that are performed by the Reserve Bank, and thus may not occur in real time. The Reserve Banks provide access to the ~~Offline~~ Service on a best efforts basis, subject to Reserve Bank resource availability.

~~7.0 Limitations on The Reserve Bank's Responsibilities and Liability~~

7.0 LIMITATIONS ON THE RESERVE BANK'S LIABILITY

7.1 In providing the ~~service~~ Service, whether online or offline, the Reserve Bank will make reasonable efforts to provide the Service as set forth in this Appendix. In the event that the Service is disrupted for any reason, the Reserve Bank will make reasonable efforts to restore the Service expeditiously.

7.2 The Reserve Bank is not responsible for the content of information submitted by a Participating Bank with respect to an ACH Exception Use Case or contained in any file(s)

attached to such ACH Exception Use Case, or ensuring that a Participating Bank complies with timing requirements that may be applicable to an ACH Exception Use Case. In each case, this includes when the Reserve Bank acts as an authorized user.

7.3 The Reserve Bank is not liable for losses or damages resulting from its provision of providing any aspect of the Service, including validations performed by the ~~off-line~~ Service Reserve Bank, except for a loss or damage caused

by the Reserve Bank's failure to act in good faith or exercise ordinary care. A Reserve Bank's liability for such loss or damage shall be only to a Participating Bank and to no other person or entity.

7.4 The amount of ~~any such~~ the Reserve Bank's liability shall not exceed the greater of (i) the amount of any financial loss to the Participating Bank that resulted directly from the Reserve Bank's failure to act with ordinary care or to act in good faith, or (ii) the fees paid to the Reserve Bank by the Participating Bank for the Service during the month in which the transaction or occurrence giving rise to the liability is alleged to have occurred. In no event shall the Reserve Bank be liable for special, incidental, or consequential damages, even if such damages were foreseeable at the time of the Reserve Bank's failure to exercise ordinary care or act in good faith.

7.5 The Participating Bank agrees to indemnify, defend, and hold the Reserve Banks harmless against any claim, loss, cost, or expense resulting from the acts or omissions of the Participating Bank, or a Reserve Bank's acts or omissions in carrying out the instructions of the Participating Bank or its agent within the scope of the agency appointment, including but not limited to attorney's fees and expenses of litigation, except for any claim, loss, cost, or expense arising solely out of a Reserve Bank's failure to exercise ordinary care or to act in good faith.

8.0 ~~Limitations on Use and Disclosure of Information~~ LIMITATIONS ON USE AND DISCLOSURE OF INFORMATION

8.1 Each Participating Bank is responsible for protecting the security, integrity, and confidentiality of nonpublic personal information contained in using the Service or any report related to the Service.

8.2 Each Participating Bank may use the information contained in an ACH Exception Use Case only for the purpose of the Service and may disclose the information only to persons directly interested in the ~~FedACH~~ACH item underlying the ACH Exception Use Case. Any information contained in or appended to an ACH Exception Use Case or a report may not be used in any way that violates applicable laws regarding the disclosure of confidential nonpublic personal information.

9.0 ~~Fees~~ FEES

9.1 The Reserve Bank may charge fees for the Service, as provided in our published fee schedules, as amended from time to time.

9.2 Notwithstanding the foregoing, the Reserve Bank will not charge any fees to a Partial Service Participant with respect to its access to the Service, or any responses that it makes to an ACH Exception Use Case.

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Total changes	385
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