

## WEST SUBURBAN BANK HSA Debit Card Disclosure Statement

Dear Customer:

This disclosure statement is made in compliance with certain disclosure requirements imposed on financial institutions by the Electronic Fund Transfer Act and is supplemented by other agreements you may have with us. The following disclosure applies only to Health Savings Accounts owned by a natural person established primarily for personal, family, or household purposes. In this disclosure statement, the words "you" and "your" mean each consumer as defined in the Electronic Fund Transfer Act to whom an HSA debit card is issued, who gave authorization to us or a third party for any electronic fund transfer service, and/or who is an authorized signer on an Account wherein given balance levels may cause or not cause electronic fund transfers to be made. The word "Account" means your Health Savings Account (HSA), whether it is one or more accounts at our Bank. "Card" means the HSA Debit Card authorized by us for use in effectuating electronic fund transfers.

### Available Transfers and Limitations

**Functions.** You may choose to use your Card for the following functions at any terminal around the world that is authorized to accept the Card. However, some of these functions may not be available at all terminals.

1. Pay for qualified medical purchases at merchants that have agreed to accept debit cards.
2. Inquire about the balance of your Account.
3. Make payments on certain indebtedness.

**Limitations.** The maximum limits are listed below. Higher limits are available upon request.

1. You may transact with your Card for up to \$2,500 per business day for all PIN & signature-based transactions.
2. As with any banking transaction, we may limit withdrawals to current available balances according to our funds availability policy. All deposits are accepted on a provisional basis, subject to collection through normal banking procedures.
3. Your Card may not be used for illegal transactions such as, but not limited to, gambling facilitated through the Internet.

**Preauthorization Holds.** When you use your Card at a point-of-sale location to obtain goods and services, the merchant may attempt to obtain preauthorization from us for the transaction. We place a three (3) calendar day hold on your Account for the amount of the preauthorization request (which may vary in some cases from the amount of the actual purchase, depending on the merchant's request). If the preauthorization request varies from the amount of the actual transaction, payment of the transaction may not remove the hold, which may remain on the Account for three (3) calendar days. This hold may affect the availability of funds from your Account to pay checks or for other electronic fund transfers. We will not be liable for damages for wrongful dishonor if any item is not paid because of the hold.

### Documentation Of Transfers

**Terminal Transfers.** Each time you use your Card to make a transfer from your Account using a terminal, you will receive a receipt at the time of the transaction.

**Periodic Statements.** You will receive a monthly statement of your Account showing all Account activity during the cycle period, including electronic fund transfers. However, if there have been no electronic fund transfers during such month, we reserve the right to send you quarterly statements.

### Foreign Transactions

For Visa transactions: If you use your Card for transactions in foreign countries and/or foreign currencies, the transactions will be assessed an international transaction fee of 1.50% on the converted U.S. dollar amount. The rate of exchange for international transactions using the Card is the wholesale market rate or government mandated rate in effect for Visa International's processing date. This fee does not apply to transactions conducted in US military bases, territories, embassies, or consulates.

For MasterCard/Cirrus transactions: If you conduct a transaction with your Card in a country outside the USA, Puerto Rico or the U.S. Virgin Islands using the Cirrus/Star Network, there will be a currency conversion assessment of .20% for performing the currency conversion (if non-US denomination) and a Cross Border Assessment charge of .80% on all cross-border transactions.

### Charges Per Transaction

There is no per transaction charge for use of your Card. However, your Account may be charged an amount equal to the amount that would be charged had the Card activated transaction been accomplished by use of a check or regular deposit. You should refer to your account disclosure.

### Right To Stop Payment

You may not place a stop payment on any transaction made with your Card.

### Use Of Card, PIN & Terminals

You are the only authorized user of your Card and PIN. You are not to give your Card or PIN to anyone else. The PIN is provided for your protection and identification, and you should not reveal it to anyone. If a Card is not used at all in a 6-month period, it will become inactive and must be reactivated at the Bank. Disclosure of your PIN to any party makes that person thereafter an authorized user of your Card.

### Amendment

We may add or delete services or amend this Agreement at any time. We will give you at least 21 days notice of any adverse amendment to you at your most recent address as shown in our records. The amendment will be effective unless you return your Card to us and terminate this agreement with us before the end of the 21 day period.

### General

(a) The construction and enforcement of this Agreement shall be governed by the laws of the United States and the State of Illinois, (b) any provision of the Agreement that may be prohibited by law shall be ineffective only to the extent of such prohibition, (c) to the extent permitted by law, you will pay reasonable costs including attorneys' fees in the event of suit enforcing this Agreement, (d) this agreement is binding upon your heirs, personal representatives, and successors and if more than one, jointly and severally.

### Your Liability For Unauthorized Transfers

**Notification.** Notify us AT ONCE if you believe your Card and/or PIN has been stolen, lost or misappropriated. Telephoning is the best way to reduce your potential losses. You may risk losing all the money in your Account.

### Timeframe

1. If you believe your Card and/or PIN has been stolen, lost or misappropriated, and you tell us within two (2) business days after learning of such, you can lose no more than \$50.00 if someone makes a transfer using your Card without your authorization.

2. If you DO NOT tell us within two (2) business days after you learn of the loss, theft or misappropriation of your Card and/or PIN, you could lose as much as \$500.00. Furthermore, if your Account statement shows a transfer that you did not make and/or authorize, TELL US AT ONCE. If you DO NOT tell us within sixty (60) calendar days after the Account statement was mailed to you, you may not receive any money you lost after such sixty (60) days, if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as hospital stay) keeps you from informing us on an unauthorized transfer, we may extend the time periods.

**Contact For Notification.** If you believe your Card and/or PIN has been lost, stolen or misappropriated, or that someone has transferred or may transfer money from your Account without your authorization, NOTIFY US AT ONCE at: 1-800-258-4007 or write to the address at the bottom of the page.

### Error Resolution Procedures

**Notification.** If you think that your account statement or receipt is wrong, or if you need more information about an electronic fund transfer, telephone us at: 630-652-2000 or write to: West Suburban Bank, P.O. Box 9122, Lombard, IL 60148. We must hear from you no later than sixty (60) days from receipt of your first Account statement on which a problem or error appeared. You must give us the following information:

1. Your name and Account Number.
2. Description of the error in the transfer you are questioning and detailed explanation of why you believe it is an error or why you need more information.
3. The exact dollar amount of the suspected error.

If you tell us orally, we require that you also send us your complaint of question in writing within ten (10) business days.

### Our Investigation

1. We will inform you of the results of our investigation within ten (10) business days after we hear from you. However, if we need more time to make a determination, we may take up to forty-five (45) calendar days to investigate. If we opt to take forty-five (45) days, we will recredit your Account within 5 business days for the amount you think is in error, so that you will have use of such money during our investigation.
  - In case of foreign-initiated transfers or point-of-sale transactions the applicable time periods in this paragraph shall be ninety (90) calendar days in place of the forty-five (45) days to investigate if a recredit is given.
  - If the error involves a new Account, a claim made within thirty (30) calendar days after an Account is opened, the applicable time periods in this paragraph shall be ninety (90) days in place of forty-five (45) days to investigate if a recredit is given.
2. If we ask you to mail a written complaint or question and we do not receive it within ten (10) business days of such request, we may not recredit your Account. Furthermore, in certain circumstances we may hold fifty dollars (\$50.00) from the amount recredited.
3. We will transmit the results of our examination and investigation to you within three (3) business days after concluding our investigation. You may ask for copies of the documents upon which we relied in making our determination.
4. If we determine there was no error and we had previously recredited your Account, we may debit such amount upon transmitting the requested documentation, information or clarification to you.
5. If we determine an error has been made, we shall correct the error and notify you of such correction within one (1) business day after our determination.

### Liability For Failure To Make Transfers

If we do not complete a transfer to or from your Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are exceptions, including but not limited to:

1. If, through no fault of ours, you do not have enough money in your Account to make the transfer.
2. If the funds on deposit are under some restraint due to some legal process or other encumbrance restricting the transfer.
3. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
4. If circumstances beyond our control (such as fire or flood) prevent the transfer despite reasonable precautions that we have taken.
5. If you have reported your Card and/or PIN as lost or stolen.
6. If your Card is canceled.
7. In case of any error or malfunction which was not intentional on our part and resulted in a good faith error.
8. If a merchant or financial institution fails to accept the Card.
9. Other exceptions stated in our agreement with you.

### Disclosure Of Account Information To A Third Party

Information will be disclosed to third parties about your Account or the transfers you make under the following conditions:

1. When it is necessary for completing requested transfers.
2. In order to verify the existence and condition of your Account for a third party, such as credit bureau or merchant.
3. In order to comply with government agency or court orders and subpoenas.
4. If you give us your written permission.
5. As otherwise required or permitted by law or government regulation.

### Banking/Business Days

Our banking/business days are Monday through Saturday, excluding Federal Holidays observed by the Bank (New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day). Transactions received after our cutoff of 2:00 PM CT Monday – Friday, 1:00 PM CT Saturday and all day on Sunday, will be posted as of the next banking day.

### Cancellation

We are not, under any circumstances, obligated to reissue a lost or stolen Card. We may, without prior notice, cancel or invalidate your Card(s) at any time, and may at our option cancel this Agreement. If we cancel your Card(s), you remain liable for whatever you owe us as a result of the use of your Card(s). You may cancel your Card(s) by cutting it in half and returning the pieces to your local West Suburban Bank branch office or by mailing the pieces to:

West Suburban Bank  
PO Box 9122  
Lombard, IL 60148

Member FDIC

