



**FARMERS**

**BANK & TRUST**

MEMBER FDIC



**Important Account  
Information for  
Our Customers**



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## ACCOUNT AGREEMENT CHECKING ACCOUNT

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**DEFINITIONS.** Throughout this Agreement, these terms have the following meaning:

- "You," "your," and "account owner" refer to the Customer whether or not there are one or more Customers named on the account.
- "We," "our," and "us" refer to the Bank, Farmers Bank & Trust.
- "Item" or "items," as defined by Article 4 of the Uniform Commercial Code (UCC), means an instrument or a promise or order to pay money handled by a financial institution for collection or payment. The term includes a check but does not include a payment order governed by Article 4A of the UCC or a credit or debit card slip.
- "Debit transactions," "debit," or "debits" refer to funds that are taken out of your account. Common types of debits may include: checks that you have written, ACH payments, wire transfers, PIN-based debit card transactions, and signature-based debit card transactions.
- "Credit transactions," "credit," or "credits" refer to deposits of funds into your account. Common types of credits include: cash deposits, direct deposits, check deposits, and ACH and wire transfers made payable to you. Credits are generally added to your account and are made available to you in accordance with our funds availability schedule.

**GENERAL AGREEMENT.** You understand that the following Account Agreement ("Agreement") governs your Checking account with us, along with any other documents applicable to your account, including any account opening Disclosures that have been provided to you, which are incorporated by reference. You understand that your account is also governed by applicable law.

The account opening Disclosures include the fees and charges applicable to the account, minimum balance requirements, and other pertinent information related to the account. The information found in any account opening Disclosures may change from time to time in our sole discretion. If the fees, charges, minimum balance requirements, or other items change in a manner that would adversely affect you, we will provide you with written notice 30 days prior to the change. By providing a written or electronic signature on the Account Information document or other agreement to open your account, or by using any of our deposit account services, you and any identified account owners agree to the terms contained in this Account Agreement.

**YOUR CHOICE OF ACCOUNT.** You have instructed us as to the title and type of the account that you have chosen. You acknowledge that it is your sole responsibility to determine the full legal effect of opening and maintaining the type of account you have chosen. We have not set forth all laws that may impact your chosen account. For example, there are conditions that may need to be satisfied before transferring accounts due to death or other events as well as reductions to an account required or permitted by law. You must determine whether the account you select is appropriate for your current and future needs. Except as required by law, we assume no legal responsibility to inform you as to the effect of your account choice on your legal interests.

**INDIVIDUAL ACCOUNT.** The named party in an individual account owns the account and may withdraw all or some of the account. On the death of the party, ownership passes as part of the party's estate.

**TRANSFERS AND ASSIGNMENTS.** We may assign or transfer any or all of our interest in this account. You cannot assign or transfer any interest in your account unless we agree in writing.

**POWER OF ATTORNEY.** If you wish to name another person to act as your attorney in fact or agent in connection with your account, we must approve the form of appointment.

**RESTRICTIVE LEGENDS.** We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in writing signed by an officer of the Bank. Examples of restrictive legends are "two signatures required", "must be presented within 90 days" or "not valid for more than \$1,000.00."

**STALE OR POSTDATED CHECKS.** We reserve the right to pay or dishonor a check more than six (6) months old without prior notice to you. You agree not to postdate any check drawn on the account. If you do, and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable for paying any stale or postdated check. Any damages you incur that we may be liable for are limited to actual damages not to exceed the amount of the check.

**PREAUTHORIZED CHECKS OR DRAFTS.** You should guard information about your account (such as your routing number and your account number) as carefully as you would guard blank checks. If you voluntarily give such information about your account to a party which is seeking to sell you goods or services, without physically delivering a check to that party, any debit to or withdrawal from your account it initiates will be deemed authorized by you.

**VERIFYING FUNDS AVAILABILITY FOR CHECK.** You authorize us to release funds availability information about your account to individuals or merchants who represent to us that they have received a check from you.

**CHECK SAFEKEEPING.** If you utilize a check safekeeping system or any other system offered by us for the retention of your checks, you understand that the canceled checks will be retained by us and destroyed after a reasonable time period or as required by law. Any request for a copy of any check may be subject to a fee, as indicated in the Fee Schedule or Disclosures and as allowed by law. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you.

**YOUR RESPONSIBILITY FOR BACK OF CHECK.** All negotiable paper ("checks") presented for deposit must be in a format that can be processed and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your account must be placed on the left side of the check when looking at it from the front, and the endorsements must be placed so as not to go beyond an area located 1-½ inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that these requirements are met and you are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.

**ELECTRONIC CHECKS AND ELECTRONICALLY-CREATED ITEMS.** Pursuant to Regulation CC, electronic checks may be treated the same as paper checks for check collection and processing purposes. See the Substitute Checks section for more information.

Electronically-created items ("ECI") are check-like items created in electronic form that never existed in paper form. For example, you set up automatic bill payments with us to pay your utility bill. From your account information, we create an ECI that is sent to your utility company for payment. An ECI cannot be used to create a substitute check since it never existed in paper form.

**SUBSTITUTE CHECKS.** To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These substitute checks are similar in size to the original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute checks. An electronic check can be used to create a substitute check since the electronic image and electronic information was derived from its paper form.

**REMOTE DEPOSIT CAPTURE.** Remote deposit capture ("RDC") allows you to make deposits to your account from remote locations by electronically transmitting digital images of your original paper checks, which are drawn on or payable through United States financial institutions in United States dollars to us. We may then use the digital image to create an electronic check or substitute check for collection. If you use our RDC services, if applicable, we may require you to endorse the back of the paper check to indicate that it has been remotely deposited. For example, "for mobile deposit only" or "for mobile deposit at Farmers Bank & Trust only."

**REMOTELY CREATED CHECKS.** A remotely created check, as defined in Regulation CC, means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn. By having a deposit account with us, you certify that all remotely created checks deposited to your account(s) will be expressly and verifiably authorized by the payer. And we reserve the rights to refuse to deposit any such remotely created check if we have any reason to believe that the check is fraudulent in any manner and to obtain from you the payer's express, verifiable authorization for any such check.

**WITHDRAWALS.** Deposits will be available for withdrawal consistent with the terms of the Disclosures. Withdrawals may be subject to a service charge.

**DEPOSITS.** Deposits may be made in person, by mail, or in another form and manner as agreed by us in our sole discretion. We are not responsible for transactions mailed until we actually receive and record them. We may in our sole discretion refuse to accept particular instruments as a deposit to your account. Cash deposits are credited to your account according to this Agreement. Other items you deposit are handled by us according to our usual collection practices. If an item you deposit is returned unpaid, we will debit your account for the item. You are liable to us for the amount of any check you deposit to your account that is returned unpaid and all costs and expenses related to the collection of all or part of such amount from you. Funds deposited to your account, excluding any Time Deposit accounts, are available in accordance with the Disclosures.

**COLLECTION OF DEPOSITED ITEMS.** In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse.

If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions.

**STATEMENTS.** We will provide you with a periodic statement showing the account activity. The last address you supply us in writing will be deemed the proper address for mailing this statement to you. The account holder who receives this statement is the agent for his/her co-account holder(s) for purposes of receiving the statement and items. You must exercise reasonable care in reviewing your statement and reasonable promptness in notifying us of any discrepancies, such as alterations or forged or unauthorized signatures, even if by the same wrongdoer.

Reasonable promptness will not exist if you fail to notify us within 30 days after we mail or otherwise make the statement available to you. If you fail to notify us of any discrepancies, with reasonable promptness, your right to assert such discrepancies will be barred or limited to the extent permitted by law. Additionally, you agree that we will not be liable for any unauthorized signature or alteration reported to us after one year after we mail or otherwise make the statement or items available to you, even if we failed to exercise ordinary care. However, if the discrepancy is the result of an electronic fund transfer, the provisions of the Disclosures will control its resolution. If you do not receive a statement from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.

**ACH AND WIRE TRANSFERS.** This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted in the state of Arkansas. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named.

If you are a party to an Automated Clearing House ("ACH") entry, you agree that we may transmit an entry through the ACH, and you agree to be bound by the National Automated Clearing House Association ("NACHA") Operating Rules and Guidelines, the rules of any local ACH, and the rules of any other systems through which the entry is made.

**PROVISIONAL PAYMENT.** Credit we give you is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

**INTERNATIONAL ACH TRANSACTIONS.** If your transaction originates from a financial agency that is outside of the territorial jurisdiction of the United States, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the International ACH transaction will not be available to you until it passes final verification.

**NOTICE OF RECEIPT.** We will not provide you with notice of our receipt of the order, unless we are so requested by the transfer originator in the order. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

**CHOICE OF LAW.** We may accept on your behalf payments to your account which have been transmitted, that are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state where we are located.

#### **STOP PAYMENTS.**

**STOP PAYMENT ON CHECKS.** You may stop payment on a check drawn against your account by a record or written order or other confirmation as allowed by us, provided that we receive the Stop Payment Order in a time and manner that gives us a reasonable opportunity to act on it. The Stop Payment Order must describe the check or account with reasonable certainty. Oral requests for a Stop Payment Order are binding on us for 14 calendar days only and must be confirmed by you in a record or writing within that period. If the record or written confirmation is not received as specified, we will no longer be bound by your request. Upon receipt of confirmation in a record or writing, a Stop Payment Order on a check remains in effect for six months or until we receive a record or writing revoking the Stop Payment Order, whichever occurs first. If the check on which a Stop Payment Order has been placed has not cleared or been returned to you by the payee, you may renew the Stop Payment Order for an additional six months by providing a request to us in a record or writing within the time period the Stop Payment Order is in effect. You understand that we may accept the Stop Payment Order request from any of the authorized signers of the account regardless of who signed the check.

We have a daily cutoff time by which we must receive any knowledge, notice, Stop Payment Order, set-off or legal process affecting our right or duty to pay a check. That cutoff time is one hour after the opening of your branch's banking day, following the banking day on which your branch received the check.

**STOP PAYMENT ON ACH DEBITS.** A Stop Payment Order may be placed on either a one-time debit transfer or on a multiple debit entry transfer. If you request a Stop Payment Order on an Electronic Check Conversion or other one-time debit transfer, we must receive the request, orally or in a record or writing, in a period of time that provides us a reasonable opportunity to act on it prior to acting on the debit entry, otherwise the Stop Payment Order shall be of no effect. If you requested a stop payment on a multiple debit entry transfer, we must receive the Stop Payment Order, orally or in a record or writing, at least three business days before a scheduled multiple debit entry. Oral stop payment orders are binding on us for 14 calendar days only and must be confirmed by you in a record or writing within that period. A Stop Payment Order on an ACH debit will remain in effect until the earlier of 1) your withdrawal of the Stop Payment Order, or 2) the return of the debit entry, or, where a Stop Payment Order is applied to more than one debit entry under a specific authorization involving a specific payee (Originator), the return of all such debits. When a stop is placed on a multiple debit entry transfer, we may require your confirmation in a record or writing stating that you have canceled your authorization for the transfer with the payee (a Stop Payment Order does not revoke authorization).

The Stop Payment Order shall be governed by the provisions of the Uniform Commercial Code 4A in effect in the state in which we are located, the Electronic Fund Transfer Act (Regulation E), *NACHA Operating Rules*, and any applicable state law.

You will be charged a fee every time you request a Stop Payment Order, and for each Stop Payment Order renewal you make. A release of the Stop Payment Order may be made by the person who initiated the stop payment request or any of the authorized signers on the account. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request.

**DEATH OR INCOMPETENCY.** Neither your death nor a legal adjudication of incompetence revokes our authority to accept, pay, or collect items until we know of the fact of death or of an adjudication of incompetence and have a reasonable opportunity to act on it. To the extent permitted by law, even with knowledge, we may for 10 days after the date of death, pay checks drawn on or before the date of death unless ordered to stop payment by a person claiming an interest in the account.

**NON-SUFFICIENT FUNDS AND OVERDRAFTS - ACTUAL (LEDGER) BALANCE.**

**HOW WE DECIDE TO PAY AN ITEM OR DEBIT.** We use an actual (ledger) balance method to determine whether there are sufficient funds in your account to pay a debit transaction or item. The actual (ledger) balance method calculates your account balance only based on transactions that have settled, and it does not reflect pending transactions or checks that have not posted to your account. For example, you have \$100 in your account and a pending transaction of \$30. Your actual (ledger) balance is \$100 because the pending \$30 transaction does not reduce your actual (ledger) account balance until it posts to your account.

**HOW WE ASSESS FEES.** If there are insufficient funds to pay a debit transaction or item based on your actual (ledger) balance, we may either: 1) return the debit or item or 2) pay the debit or item at our discretion. We may charge you fees if we return the debit or item or pay the debit or item on your behalf.

**RETURN ITEM FOR NON-SUFFICIENT FUNDS.** If we do not pay the debit transaction or item on your behalf and return the debit or item, we may charge you non-sufficient funds fees. Pursuant to *NACHA Operating Rules* and *Guidelines* and other applicable laws, a debit or item may be presented for payment more than one time. We may charge you non-sufficient funds fees for each resubmission of a debit or re-presentation of an item, which means you may incur multiple non-sufficient funds fees if a debit or item is returned more than one time. For example, you write a check from your account with us. The check is returned for non-sufficient funds, and we may charge you non-sufficient funds fees. The same check is then re-presented to us for payment, and the check is returned again for non-sufficient funds. We may charge you non-sufficient funds fees the second time the check is presented for payment and returned for non-sufficient funds.

**OVERDRAFTS.** If we pay the debit transaction or item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees.

**SIGNATURES.** Your signature on the Account Information document is your authorized signature. You authorize us, at any time, to charge you for all checks, drafts, orders, or other items for the payment of money, that are drawn on us regardless of by whom or by what means (including facsimile signature(s)) your signature may have been affixed so long as the signature resembles the signature specimen in our files. For withdrawal and other purposes relating to any account you have with us, we are authorized to recognize your signature; and we will not be liable to you for refusing to honor signed instruments or instructions if we believe in good faith that one or more of the signatures appearing on the instrument or instructions is not genuine.

If your items are signed using any facsimile signature or non-manual form of signature, you acknowledge that it is solely for your benefit and convenience. You agree that no facsimile signature you have authorized us to honor may be considered a forgery or an unauthorized signature, and that every authorized facsimile signature shall be effective as the signatory's own original, manual signature. You accept sole responsibility for maintaining security over any device affixing the signature as such signature will be effective regardless of whether the person affixing it was authorized to do so. Your authorization notwithstanding, we are not obligated to accept or pay any items bearing facsimile signatures.

Further, most checks, and other items are processed automatically, i.e., without individual review of each item. Therefore, unless we agree in a separate writing, in our sole discretion, upon your request and due to unique circumstances to conduct individual review of each item, you agree that we are acting within common and reasonable banking practices by automatically processing checks, and other items, i.e., without individual review of each check, or item. You agree to indemnify, defend, and hold us harmless from and against all loss, costs, damage, liability, and other injury (including reasonable attorney fees) that you or we may suffer or incur as a result of this practice.

**FEES, SERVICE CHARGES AND BALANCE REQUIREMENTS.** You agree to pay us and are responsible for any fees, charges or balance/deposit requirements as provided in the Disclosures provided to you at the time you opened the account. Fees, charges and balance requirements may change from time to time. We also reserve the right to impose a service charge for cashing checks drawn on your account if the person cashing the check is not a customer of this Bank.

**SET-OFFS AND SECURITY INTEREST.** If you ever owe us money as a borrower, guarantor, or otherwise, and it becomes due, we have the right under the law (called "set-off") and under this Agreement (by which you grant us a security interest in your deposit account and any other accounts held by you) to use your account funds to pay the debt, where permitted by law. If your account is held jointly, that is, if there is more than one account owner, we may offset funds for the debt of any one of the joint owners. Similarly, we may also set-off funds from the individual accounts of any one of the joint owners to satisfy obligations or debts in the joint account. The security interest granted by this Agreement is consensual and is in addition to our right of set-off.

**CLAIMS.** In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court or other legal process ("Claim(s)"), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third-party(ies) any amount on deposit in your account(s) as set forth in and required by such Claim(s). If the account(s) is/are held jointly, we may place the hold, remove from the account(s) and/or remit the amounts from the account(s) arising from any Claim(s) relating to any one or more of the account holders. In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in the Disclosures.

**DORMANT/INACTIVE ACCOUNTS.** You understand that if your account is dormant or inactive, we may charge fees specified in the Disclosures to the extent permitted by the law. You agree that we are relieved of all responsibility if your account balance is escheated (that is, turned over to the state) in accordance with state law.

**ATTORNEYS' FEES AND EXPENSES.** You agree to be liable to us for any loss, costs or expenses, including reasonable attorneys' fees to the extent permitted by law, that we incur as a result of any dispute involving your account, and you authorize us to deduct any such loss, costs or expense from your account without prior notice to you. This obligation includes disputes between yourself and us involving the account and situations where we become involved in disputes between you and an authorized signer, another joint owner, or a third party claiming an interest in the account. It also includes situations where you, an authorized signer, another joint owner, or a third party takes action with respect to the account that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.

**LEGAL PROCESS AGAINST ACCOUNT.** You agree to be responsible for, to reimburse us, and/or have your account charged for any expenses or reasonable attorney fees we incur due to an attachment, garnishment, levy or subpoena of records of your account. Any garnishment or other levy against your account is subject to our right of set-off and security interest. We may restrict the use of your account if it is involved in any legal proceeding.

**CLOSING ACCOUNT.** We may close the account at any time, with or without cause, after sending you notice if advance notice is required by law. If applicable, a notice may be sent to you that specifies when the account will be closed. At our discretion, we have the authority to pay an otherwise properly payable check, which is presented after the closing of your account. Such a termination will not release you from any fees or other obligations incurred before the termination. We will send a check for the balance in our possession to which you are entitled.

**OUR WAIVER OF RIGHTS.** You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.

**YOUR WAIVER OF NOTICE.** By signing the Account Information form, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your deposit account to the extent permitted by law. For example, if a check that you deposited is dishonored and returned to us, we are not required to notify you of the dishonor.

**NOTICE.** You are responsible for notifying us of any address or name changes, death of an account holder, or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have had a reasonable opportunity to act upon it. Written notice sent by us to you is effective when mailed to the last address supplied.

**TELEPHONE AND ELECTRONIC COMMUNICATION.** You agree that we may call or send text messages to you at the telephone numbers that you provide to us, including a cell phone number, which may result in charges to you, for informational purposes regarding your account(s) with us. These calls and text messages may be made from an automatic telephone dialing system (i.e., an autodialer) or from an artificial or prerecorded voice message system. Additionally, you agree that we may send electronic communication to you at the email addresses you provide to us. You may contact us at any time if you no longer want to receive these communications from us.

**ONLINE OR MOBILE SERVICES.** If you open an account or obtain a product or service from us using our online or mobile services, we may record your personal information from a scan or a copy of your driver's license or other personal identification card, or we may receive an image or make a copy of your driver's license or other personal identification card. We may store or retain this information to the extent permitted by law.

**AMENDMENTS AND ALTERATIONS.** You agree that the terms and conditions governing your account may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendments. Notices will be sent to the most recent address shown on the account records. Only one notice will be given in the case of joint account holders.

**EFFECTIVE APPLICABLE LAWS AND REGULATIONS.** You understand that this Agreement is governed by the laws of Arkansas, except to the extent that federal law is controlling. Changes in these laws and regulations may modify the terms and conditions of your account(s). We do not have to notify you of these changes, unless required to do so by law. If any of the terms of this Agreement come into conflict with the applicable law and are declared to be invalid or unenforceable, those terms will be nullified to the extent that they are inconsistent with the law and the applicable law will govern. However, this shall not affect the validity of the remaining provisions.

## **SUBSTITUTE CHECK POLICY DISCLOSURE**

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### **IMPORTANT INFORMATION ABOUT YOUR ACCOUNT**

#### **Substitute Checks and Your Rights**

**WHAT IS A SUBSTITUTE CHECK?** To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

**WHAT ARE MY RIGHTS REGARDING SUBSTITUTE CHECKS?** In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

**HOW DO I MAKE A CLAIM FOR A REFUND?** If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us by:

Phone at: (855)855-3268 or  
 Mail at: 220 East Main Street  
 PO Box 250  
 Magnolia, AR 71754

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check such as the check number, the name of the person to whom you wrote the check, the amount of the check.

**FEE SCHEDULE**

The following fees may be assessed against your account and the following transaction limitations, if any, apply to your account.

**FEES AND CHARGES.** The following fees and charges may be assessed against your account:

Check printing fees vary by the style of check ordered.

Account Activity Printout	\$3.00
Account Research \$25.00 per hour + \$2.00 per copy	
Account Balancing Assistance per hour	\$20.00
Temporary Check Printing - First Page Free / \$1.00 per page over	
Statement Reprint per statement	\$3.00
Statement Reprint with Check Images per statement	\$8.00
Check Image Printing per page	\$1.00
CD ROM of Check Images per CD	\$5.00
Transfer by Telephone per transfer	\$2.00
Stop Payment Order per order	\$32.00
Photocopies per copy	\$3.00
Faxes per fax	\$2.00
Garnishments	\$75.00
Levies	\$75.00
Wire Transfer Incoming	\$10.00
Wire Transfer Outgoing	\$20.00
Wire Transfer Foreign	\$40.00
Collections per item Incoming and Outgoing	\$20.00
Cashier's Checks per Check	\$5.00
NSF Protection Transfer Fee	\$3.00
Returned Deposited Item each - Special Handling	\$8.00
Returned Deposited item Redeposited - Business	\$5.00
Returned Mail - each piece	\$5.00
Account Closure Fee - Within 60 days of opening	\$30.00
Dormant Account fee per month - An account is dormant if for 12 months you have made no deposits or withdrawals on the account	\$5.00
NSF Overdraft Item Fee	\$32.00
NSF Return Item Fee	\$32.00
Night Deposit Services	
Locked Bags	\$35.00
Zipper Bags	\$3.00
Replacement Key	\$7.00
ATM Foreign Transaction Fee	
Withdrawal with ATM card or Debit Mastercard	\$2.00
Transfer or Inquiry with ATM card or Debit Mastercard	\$1.00
Debit Mastercard Dollar Limitations per day	
ATM Cash Withdrawals with Debit Mastercard	\$500.00
Point-of-Sale Transactions with Debit Mastercard	\$2,500.00
Cumulative dollar limit for Debit Mastercard	\$3,000.00
Debit Mastercard Replacement Fee	\$5.00
Non-Customer Fees	
Notary Service for Non-Customers	\$5.00
Check Cashing per check Non-Customer	\$10.00
Cash Exchange for Non-Customer	5% of the amount of cash to be exchanged.

**FUNDS AVAILABILITY POLICY DISCLOSURE**

**PURPOSE OF THIS DISCLOSURE.** Our general policy is to allow you to withdraw funds deposited in a transaction account on the day of deposit. Funds from electronic direct deposits will be available on the day we receive the deposit. In some cases, we may delay your ability to withdraw funds beyond the day of deposit. Our complete policy is summarized below.

For purposes of this disclosure, the terms "you"/"your" refer to the customer and the terms "our"/"we"/"us" refer to Farmers Bank & Trust.

Generally, transaction accounts are accounts which would permit an unlimited number of payments by check to third persons, and also an unlimited number of telephonic and preauthorized transfers to third persons or other accounts you may have with us.

**DETERMINING THE AVAILABILITY OF YOUR DEPOSIT.** The length of the delay varies depending on the type of deposit and is explained below. When we delay your ability to withdraw funds from a deposit, you may not withdraw the funds in cash, and we will not pay checks you have written on your account by using these funds. Even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

When we delay your ability to withdraw funds, the length of the delay is counted in Business Days from the day of your deposit. The term "Business Day" means any day other than a Saturday, Sunday or federally declared legal holiday, and the term "Banking Day" means that part of any Business Day on which we are open to the public for carrying on substantially all of our banking functions.

If you make a deposit before the close of business on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a day that we are not open, we will consider the deposit made on the next Business Day we are open.

**SAME DAY AVAILABILITY.** Our policy is to make funds from cash, checks, and electronic direct deposits available to you on the same day that we receive your deposit. At that time, you can withdraw the funds in cash, and we will use the funds to pay checks that you have written.

**LONGER DELAYS MAY APPLY.** In some cases, we will not make all of the funds that you deposit by check available to you according to the previously stated availability schedule. Depending on the type of check that you deposit, funds may not be available until the second Business Day after the day of your deposit. The first \$225.00 of your deposits, however, may be available on the day of deposit.

If we are not going to make all of the funds from your deposit available to you according to the previously stated availability schedule, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- (a) if we believe a check you deposit will not be paid;
- (b) if you deposit checks totaling more than \$5,525 on any one day;
- (c) if you redeposit a check that has been returned unpaid;
- (d) if you have overdrawn your account repeatedly in the last six months; or
- (e) if an emergency condition arises that would not enable us to make the funds available to you, such as the failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh Business Day after the day of your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**SPECIAL RULES FOR NEW ACCOUNTS.** If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first Business Day after the day of deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the ninth Business Day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second Business Day after the day of deposit.

**Other Check Deposits.** Funds from all other check deposits will be available on the tenth Business Day after the day of deposit.

**DEPOSITS AT AUTOMATED TELLER MACHINES.** If you make a deposit at an automated teller machine (ATM) that is owned and operated by us before 3:00 p.m. on a Business Day that we are open, we will consider the deposit made that day. However, if you make a deposit at an ATM that is owned and operated by us after 3:00 p.m. or on a day that we are not open, we will consider the deposit made on the next Business Day we are open.

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- (a) if we believe a check you deposit will not be paid;
- (b) if you deposit checks totaling more than \$5,525 on any one day;
- (c) if you redeposit a check that has been returned unpaid;
- (d) if you have overdrawn your account repeatedly in the last six months; or
- (e) if an emergency condition arises that would not enable us to make the funds available to you, such as the failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh Business Day after the day of your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**SPECIAL RULES FOR NEW ACCOUNTS.** If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first Business Day after the day of deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the ninth Business Day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second Business Day after the day of deposit.

**Other Check Deposits.** Funds from all other check deposits will be available on the tenth Business Day after the day of deposit.

**DEPOSITS AT AUTOMATED TELLER MACHINES.** If you make a deposit at an automated teller machine (ATM) that is owned and operated by us before 3:00 p.m. on a Business Day that we are open, we will consider the deposit made that day. However, if you make a deposit at an ATM that is owned and operated by us after 3:00 p.m. or on a day that we are not open, we will consider the deposit made on the next Business Day we are open.

## **ELECTRONIC FUND TRANSFER DISCLOSURE AND AGREEMENT**

For purposes of this disclosure and agreement the terms "we," "us" and "our" refer to Farmers Bank & Trust. The terms "you" and "your" refer to the recipient of this disclosure and agreement.

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to customers regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your Debit Mastercard



(hereinafter referred to collectively as "Debit Card") at automated teller machines (ATMs) and any networks described below.

**TERMS AND CONDITIONS.** The following provisions govern the use of EFT services through accounts held by Farmers Bank & Trust which are established primarily for personal, family or household purposes. If you use any EFT services provided, you agree to be bound by the applicable terms and conditions listed below. Please read this document carefully and retain it for future reference.

**DEFINITION OF BUSINESS DAY.** Business days are Monday through Friday excluding legal holidays observed by us.

#### **ELECTRONIC FUND TRANSFER SERVICES PROVIDED**

**DEBIT CARD SERVICES.** The services available through use of your debit card are described below.

##### **DEBIT MASTERCARD SERVICES:**

- You may withdraw cash from your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may make deposits into your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may transfer funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, and NOW accounts and money market accounts.
- You may make balance inquiries on your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may make payments on consumer loans and home mortgage loans that you have with us. Payments made at ATMs (whether by transfer, or in cash, check, draft, or money order) are subject to verification and the posting of such payments to a loan account may be delayed until the funds can be collected.
- You may use your card at any merchant that accepts Mastercard® debit cards for the purchase of goods and services.

##### **ATM SERVICES.**

**NETWORK.** Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions.

You may access your Debit Card through the following network(s): Shazam, Cirrus.

**ATM FEES.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

**POINT OF SALE TRANSACTIONS.** Listed below is the card you may use to purchase goods and services from merchants that have arranged to accept your card as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your card, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for any Point of Sale transaction. We may, but do not have to, allow transactions which exceed your actual (ledger) account balance or, if applicable, your available overdraft protection. If we do, you agree to pay an amount equal to the overdrawn balance plus any overdraft fees.

The following card and the corresponding designated account(s) may be used for Point of Sale transactions:

- Debit Mastercard: checking account.

Your Debit card may also be used to obtain cash from your designated account(s) at participating financial institutions when so authorized under the terms of your Account Agreement.

**CURRENCY CONVERSION - Mastercard®.** If you perform transactions with your card with the Mastercard® logo in a currency other than US dollars, Mastercard International Inc. will convert the charge into a US dollar amount. At Mastercard International they use a currency conversion procedure, which is disclosed to institutions that issue Mastercard®. Currently the currency conversion rate used by Mastercard International to determine the transaction amount in US dollars for such transactions is generally either a government mandated rate or wholesale rate, determined by Mastercard International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by Mastercard International. The currency conversion rate used by Mastercard International on the processing date may differ from the rate that would have been used on the purchase date or the cardholder statement posting date.

**SERVICES PROVIDED THROUGH USE OF ACCESS24.** You may perform the following functions through use of Access24:

- You may initiate transfers of funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, and NOW accounts and money market accounts.
- You may make balance inquiries on your checking account(s), savings account(s), money market account(s), NOW account(s), Certificate of Deposit account(s), and Loan account(s).

##### **PREAUTHORIZED TRANSFER SERVICES.**

- You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may arrange for the preauthorized automatic payments or other transfers from your checking account(s), savings account(s), money market account(s), and NOW account(s).

**SERVICES PROVIDED THROUGH USE OF NETTELLER.** Farmers Bank & Trust offers its customers use of our NetTeller service.

NetTeller - types of transfers - You may access your accounts at [www.MyFarmers.Bank](http://www.MyFarmers.Bank) and using your personal identification number (PIN) and User ID to:

- transfer funds from Checking, Savings to Savings, Checking, Loan
- make payments from Checking, Savings to Loan
- get balance information about checking, savings, certificate of deposit or Loan
- get withdrawal history about checking, savings, certificate of deposit or Loan
- get deposit history about checking, savings, certificate of deposit or Loan
- get transaction history about checking, savings, certificate of deposit or Loan

NetTeller Bill Pay - types of transfers -

You may access this service by computer at [www.MyFarmers.Bank](http://www.MyFarmers.Bank) and using your user name and password.

You may also access this service by Mobile Banking Application and using the following for access: User ID and Password.

You may access this service to:

- make payments from your checking and savings account(s)

(Some payments made by paper check will not be subject to this Electronic Fund Transfers disclosure, as disclosed separately.)

**ELECTRONIC CHECK CONVERSION.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or to pay bills.

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or to pay bills.

### LIMITATIONS ON TRANSACTIONS

#### **TRANSACTION LIMITATIONS - DEBIT MASTERCARD.**

**CASH WITHDRAWAL LIMITATIONS.** You may withdraw up to \$500.00 through use of ATMs in any one day.

There is a daily limit for all ATM withdrawal transactions. For security reasons, specific dollar limits are disclosed at the time the Debit Card is issued. Farmers Bank & Trust reserves the right to change dollar amount limits at any time upon prior notification.

**POINT OF SALE LIMITATIONS.** You may buy up to \$2,500.00 worth of goods or services in any one day through use of our Point of Sale service.

**TOTAL DAILY LIMITS.** In addition to the ATM limit or Point of Sale limits disclosed above, a total daily limit is imposed on these transactions. The maximum amount of cash withdrawals and Point of Sale transactions is limited to \$3,000.00 in any one day.

#### **OTHER LIMITATIONS.**

- The terms of your account(s) may limit the number of withdrawals you may make each month. Restrictions disclosed at the time you opened your account(s), or sent to you subsequently will also apply to your electronic withdrawals and electronic payments unless specified otherwise.

**LIMITS ON TRANSFERS FROM CERTAIN ACCOUNTS.** Federal regulation may limit the number of checks, telephone transfers, online transfers, and preauthorized electronic transfers to an account you have with us and to third parties (including Point of Sale transactions) from money market and savings type accounts. You may be limited to six (6) such transactions from each money market and/or savings type account(s) you have each statement period for purposes of making a payment to a third party or by use of a telephone or computer. Please refer to the Account Agreement for more information regarding transaction limitations.

### NOTICE OF RIGHTS AND RESPONSIBILITIES

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

#### **RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS.**

**TRANSACTION RECEIPTS.** Depending on the location of an ATM, you may not be given the option to receive a receipt if your transaction is \$15.00 or less. Upon completing a transaction of more than \$15.00, you will receive a printed receipt documenting the transaction (unless you choose not to get a paper receipt). These receipts (or the transaction number given in place of the paper receipt) should be retained to verify that a transaction was performed. A receipt will be provided for any transaction of more than \$15.00 made with your Debit Card at a Participating Merchant. If the transaction is \$15.00 or less, the Participating Merchant is not required to provide a receipt.

**PERIODIC STATEMENTS.** If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

**PREAUTHORIZED DEPOSITS.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company:

- you can call us at (855)855-3268 to find out whether or not the deposit has been made.

**USING YOUR CARD AND PERSONAL IDENTIFICATION NUMBER ("PIN").** In order to assist us in maintaining the security of your account and the terminals, the Debit Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your Debit Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to another account; you agree to pay us the amount of the improper withdrawal or transfer upon request.

Certain transactions involving your Debit Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify Farmers Bank & Trust immediately if your Debit Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your Debit Card or to write your PIN on your Debit Card or on any other item kept with your Debit Card. We have the right to refuse a transaction on your account when your Debit Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You may change your PIN by visiting any of our Bank lobby locations where PIN generation equipment is available or a Farmers Bank & Trust ATM.

#### **RIGHTS REGARDING PREAUTHORIZED TRANSFERS.**

**RIGHTS AND PROCEDURES TO STOP PAYMENTS.** If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment,

call us at: (855)855-3268  
or  
write to: PO Box 250  
Magnolia, AR 71754

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we will require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

**NOTICE OF VARYING AMOUNTS.** If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company you are going to pay ten days prior to the payment date of the amount to be deducted. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

**OUR LIABILITY FOR FAILURE TO STOP PREAUTHORIZED TRANSFER PAYMENTS.** If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

**YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT.** If you believe your Debit Card or PIN or internet banking access code has been lost or stolen,

call us at: (800)383-8000 (24 hours a day, 7 days a week)  
or  
write to: PO Box 250  
Magnolia, AR 71754

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

**CONSUMER LIABILITY.** Tell us AT ONCE if you believe your Debit Card or PIN or internet banking access code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, if applicable). If you tell us within two (2) business days after you learn of the loss or theft of your Debit Card or PIN or internet banking access code you can lose no more than fifty dollars (\$50) if someone used your Debit Card or PIN or internet banking access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Debit Card or PIN or internet banking access code and we can prove we could have stopped someone from using your Debit Card or PIN or internet banking access code without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500).

Also, if your statement shows transfers you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you may not get back any money in your account (including your maximum overdraft line of credit, if applicable), if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

**CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING DEBIT MASTERCARD.** The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your card with the Mastercard<sup>®</sup> branded card.

If you promptly notify us about an unauthorized transaction involving your card and the unauthorized transaction took place on your Mastercard<sup>®</sup> branded card, including any PIN-based ATM or POS transactions, zero liability will be imposed on you for the unauthorized transaction. In order to qualify for the zero liability protection, you must have exercised reasonable care in safeguarding your card from the risk of loss or theft and, upon becoming aware of such loss or theft, promptly reported the loss or theft to us.

**ILLEGAL USE OF DEBIT MASTERCARD.** You agree not to use your Debit Mastercard for any illegal transactions, including internet gambling and similar activities.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS.** In case of errors or questions about your electronic fund transfers,

call us at: (855)855-3268  
or  
write to: Po Box 250  
Magnolia, AR 71754

or

use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact Farmers Bank & Trust no later than 60 days after we sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you will be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

**LIABILITY FOR FAILURE TO COMPLETE TRANSACTION.** 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 as provided by law. However, there are some exceptions. We will NOT be liable, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- When your Debit Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction.

There may be other exceptions provided by applicable law.

**CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS.** We reserve the right to impose a fee and to change fees upon notice to you.

**DISCLOSURE OF ACCOUNT INFORMATION.** You agree that merchant authorization messages transmitted in connection with Point of Sale transactions are permissible disclosures of account information, and you further agree to release Farmers Bank & Trust and hold it harmless from any liability arising out of the transmission of these messages.

We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
2. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
3. In order to comply with government agency or court orders; or
4. If you give us your permission in a record or writing.

**AMENDING OR TERMINATING THE AGREEMENT.** We may change or amend any of the terms and conditions of the Agreement and those portions of the applicable fee schedules which relate to EFT services, at any time upon at least 21 days written notice to you prior to the effective date of the change or amendment. Your failure to timely furnish notice as set forth in the written notice shall be deemed to be your acceptance of such change or amendment. If you do not agree to abide by a change or amendment, you must notify the Bank of the fact prior to the effective date of the change or amendment and cancel this Agreement. The Bank may cancel this Agreement at any time, without giving you prior notice. If you or the Bank cancels this Agreement at any time, you shall surrender your ATM Card or Debit Card and you may no longer use any of the Bank's EFT services other than the automated clearing house transfer services set forth above.

**SAFETY PRECAUTIONS FOR ATM TERMINAL USAGE.** Please keep in mind the following basic safety tips whenever you use an ATM:

- Have your Debit Card ready to use when you reach the ATM. Have all of your forms ready before you get to the machine. Keep some extra forms (envelopes) at home for this purpose.
- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- If using an ATM in an isolated area, take someone else with you if possible. Have them watch from the car as you conduct your transaction.
- Do not use ATMs at night unless the area and machine are well-lighted. If the lights are out, go to a different location.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around ATMs, especially during the times that few people are around.

- When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your doors.
- Do not stand at the ATM counting cash. Check that you received the right amount later in a secure place, and reconcile it to your receipt then.
- Keep your receipts and verify transactions on your account statement. Report errors immediately. Do not leave receipts at an ATM location.

## FACTS

### WHAT DOES FARMERS BANK & TRUST DO WITH YOUR PERSONAL INFORMATION?

#### Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.

#### What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account balances
- Payment history and transaction or loss history
- Overdraft history and checking account information

When you are *no longer* our customer, we continue to share your information as described in this notice.

#### How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Farmers Bank & Trust chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Farmers Bank & Trust share?	Can you limit this sharing?
<b>For our everyday business purposes--</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes--</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes--</b> information about your transactions and experiences	No	We don't share
<b>For our affiliates' everyday business purposes--</b> information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

#### Questions?

Call toll-free (855)855-3268 or go to [www.MyFarmers.Bank](http://www.MyFarmers.Bank)

#### What we do

##### How does Farmers Bank & Trust protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

We also restrict access to those employees who need to know the information to provide products and services to you.

##### How does Farmers Bank & Trust collect my personal information?

We collect your personal information, for example, when you

- Open an account or use your credit or debit card
- Make deposits or withdrawals from your account or provide account information
- Show your driver's license

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>- sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>- affiliates from using your information to market to you</li> <li>- sharing for nonaffiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing.
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<b>Definitions</b>	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. - <i>Farmers Bank &amp; Trust has no affiliates.</i>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. - <i>Farmers Bank &amp; Trust does not share with nonaffiliates so they can market to you.</i>
<b>Joint marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. - <i>Farmers Bank &amp; Trust doesn't jointly market.</i>

<b>Other important information</b>	
<b>Other Privacy Statement</b>	
<p>In the future, we may disclose nonpublic information about you to affiliates, even though we are not doing so now. The type of affiliates that we may disclose nonpublic personal information about you in the future to are financial service providers, such as a bank-owned insurance company. The reason we may disclose your nonpublic personal information in the future to our affiliates is to provide you, our customer, with information about additional products and services or to complete a transaction you requested. We do not disclose nonpublic information about former customers.</p>	

**Truth In Savings - Farmers Checking Account**

**MINIMUM BALANCE REQUIREMENTS.** You must deposit \$100.00 to open this account.

**DORMANT/INACTIVE ACCOUNT INFORMATION.** A dormant account fee of \$5.00 per statement cycle will be charged after 12 months of inactivity.

**PROCESSING ORDER.** In the normal course of business, items presented for deposit to and/or payment from an account during a business day are attempted to be posted to the account at the end of that business day. All deposits/credits are posted to the account before requests for withdrawals/debits. Items are sorted for posting by transaction code, serial number (if available), and finally amount. Generally, debit transactions in which cash or credit has already been issued will be posted first. These include, but are not limited to, teller line transactions, wire transfers, cashed checks, and bank fees. Electronic transactions are generally posted next, and checks are posted after that in serial number order. If there are multiple items within a transaction code presented against an account, and there is no serial number to order them by, then the similar items will be paid in order of lowest amount to highest. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees.

**TRANSACTION LIMITATIONS.** No transaction limitations apply to this account.

**ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT.** eStatement account only - Images not returned with statement. This account requires the enrollment and acceptance of electronic statements (eStatements). If you do not enroll and accept eStatement delivery or if you cancel eStatements, a paper statement fee of \$4.00 will apply.

**FEES AND CHARGES.** Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

**Statement Savings Account**

**RATE INFORMATION.** The interest rate on your account is 0.050% with an annual percentage yield of **0.00%**.

Your interest rate and annual percentage yield may change.

**Determination of Rate.** At our discretion, we may change the interest rate on your account.

**Frequency of Rate Changes.** We may change the interest rate on your account at any time.

**Limitations on Rate Changes.** There are no maximum or minimum interest rate limits for this account.

**COMPOUNDING AND CREDITING.** Interest will be compounded daily and will be credited to the account quarterly. If you close your account before interest is credited, you will not receive the accrued interest.

**MINIMUM BALANCE REQUIREMENTS.** You must deposit \$100.00 to open this account. A Minimum Balance Fee of \$5.00 will be imposed every statement cycle if the average daily balance for the statement cycle falls below \$100.00.

The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

Minimum balance service charge not applicable to minor accounts.

**DORMANT/INACTIVE ACCOUNT INFORMATION.** A dormant account fee of \$5.00 per statement cycle will be charged after 12 months of inactivity.

**PROCESSING ORDER.** In the normal course of business, items presented for deposit to and/or payment from an account during a business day are attempted to be posted to the account at the end of that business day. All deposits/credits are posted to the account before requests for withdrawals/debits. Items are sorted for posting by transaction code, serial number (if available), and finally amount. Generally, debit transactions in which cash or credit has already been issued will be posted first. These include, but are not limited to, teller line transactions, wire transfers, cashed checks, and bank fees. Electronic transactions are generally posted next, and checks are posted after that in serial number order. If there are multiple items within a transaction code presented against an account, and there is no serial number to order them by, then the similar items will be paid in order of lowest amount to highest. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees.

**BALANCE COMPUTATION METHOD.** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**ACCRUAL ON NONCASH DEPOSITS.** Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

**TRANSACTION LIMITATIONS.** A service charge fee of \$4.00 will be charged for each withdrawal in excess of six per statement cycle.

During any calendar month, you may not make more than six withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, or by check, draft, debit card or similar order to a third party. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to closure by the financial institution.

**CURRENT RATE INFORMATION.** The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days, and were accurate as of 03/16/2021. To obtain the current rate(s) and annual percentage yield information, please call (855)855-3268.

**FEES AND CHARGES.** Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

### **Truth In Savings - Club Checking Account**

**MINIMUM BALANCE REQUIREMENTS.** You must deposit \$100.00 to open this account.

**DORMANT/INACTIVE ACCOUNT INFORMATION.** A dormant account fee of \$5.00 per statement cycle will be charged after 12 months of inactivity.

**PROCESSING ORDER.** In the normal course of business, items presented for deposit to and/or payment from an account during a business day are attempted to be posted to the account at the end of that business day. All deposits/credits are posted to the account before requests for withdrawals/debits. Items are sorted for posting by transaction code, serial number (if available), and finally amount. Generally, debit transactions in which cash or credit has already been issued will be posted first. These include, but are not limited to, teller line transactions, wire transfers, cashed checks, and bank fees. Electronic transactions are generally posted next, and checks are posted after that in serial number order. If there are multiple items within a transaction code presented against an account, and there is no serial number to order them by, then the similar items will be paid in order of lowest amount to highest. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees.

**TRANSACTION LIMITATIONS.** No transaction limitations apply to this account.

**ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT.** This account has a \$6.00 service charge per statement cycle. Club Members pay half price for Cashier's Checks.

The bank will provide club checks at no charge. Limit one box per order.

**FEES AND CHARGES.** Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

### **Business - Business Free Checking Account**

**MINIMUM BALANCE REQUIREMENTS.** You must deposit \$100.00 to open this account.

**DORMANT/INACTIVE ACCOUNT INFORMATION.** A dormant account fee of \$5.00 per statement cycle will be charged after 12 months of inactivity.

**PROCESSING ORDER.** In the normal course of business, items presented for deposit to and/or payment from an account during a business day are attempted to be posted to the account at the end of that business day. All deposits/credits are posted to the account before requests for withdrawals/debits. Items are sorted for posting by transaction code, serial number (if available), and finally amount. Generally, debit transactions in which cash or credit has already been issued will be posted first. These include, but are not limited to, teller line transactions, wire transfers, cashed checks, and bank fees. Electronic transactions are generally posted next, and checks are posted after that in serial number order. If there are multiple items within a transaction code presented against an account, and there is no serial number to order them by, then the similar items will be paid in order of lowest amount to highest. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees.

**TRANSACTION LIMITATIONS.** First 325 transactions no charge. Additional transactions \$0.25 each. Transactions include: debits, credits, items deposited combined.

**ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT.** The following additional terms apply to this account: Limited to 15 Free Bill Pay transactions per month. Additional items \$0.75 each.

**FEES AND CHARGES.** Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

**Truth In Savings - Choice Checking with Interest Account**

Tier	Daily Balance Range	Interest Rate	Annual Percentage Yield (APY)
1	No Minimum Balance	0.05%	0.05%

**MINIMUM BALANCE REQUIREMENTS.** You must deposit \$100.00 to open this account.

**DORMANT/INACTIVE ACCOUNT INFORMATION.** A dormant account fee of \$5.00 per statement cycle will be charged after 12 months of inactivity.

**DETERMINATION OF RATE.** At our discretion, we may change the interest rate on your account.

**FREQUENCY OF RATE CHANGES.** We may change the interest rate and annual percentage yield on your account at any time.

**LIMITATIONS ON RATE CHANGES.** There are no maximum or minimum interest rate limits for this account.

**COMPOUNDING AND CREDITING.** Interest will be compounded daily and will be credited to the account monthly. If you close your account before interest is credited, you will not receive the accrued interest.

**BALANCE COMPUTATION METHOD.** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**PROCESSING ORDER.** In the normal course of business, items presented for deposit to and/or payment from an account during a business day are attempted to be posted to the account at the end of that business day. All deposits/credits are posted to the account before requests for withdrawals/debits. Items are sorted for posting by transaction code, serial number (if available), and finally amount. Generally, debit transactions in which cash or credit has already been issued will be posted first. These include, but are not limited to, teller line transactions, wire transfers, cashed checks, and bank fees. Electronic transactions are generally posted next, and checks are posted after that in serial number order. If there are multiple items within a transaction code presented against an account, and there is no serial number to order them by, then the similar items will be paid in order of lowest amount to highest. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees.

**TRANSACTION LIMITATIONS.** No transaction limitations apply to this account.

**ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT.** This account has a \$7.00 service charge per statement cycle.

Club Members pay half price for Cashier's Checks.

The bank will provide club checks at no charge. Limit one box per order.

**FEES AND CHARGES.** Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

**Money Market Checking Account**

Tier	Daily Balance Range	Interest Rate	Annual Percentage Yield (APY)
1	Below \$100,000.00	0.010%	0.01%
2	Equal to or greater than \$100,000.00 but less than \$500,000.00	0.050%	0.05%
3	Equal to or greater than \$500,000.00	0.200%	0.20%

**MINIMUM BALANCE REQUIREMENTS.** You must deposit \$1,000.00 to open this account. A minimum balance fee of \$10.00 will be imposed every statement cycle if the daily balance on any day of the day falls below \$1,000.00.

**DORMANT/INACTIVE ACCOUNT INFORMATION.** A dormant account fee of \$5.00 per statement cycle will be charged after 12 months of inactivity.

**DETERMINATION OF RATE.** At our discretion, we may change the interest rate on your account.

**FREQUENCY OF RATE CHANGES.** We may change the interest rate and annual percentage yield on your account at any time.

**LIMITATIONS ON RATE CHANGES.** There are no maximum or minimum interest rate limits for this account.

**COMPOUNDING AND CREDITING.** Interest will be compounded daily and will be credited to the account monthly. If you close your account before interest is credited, you will not receive the accrued interest.

**BALANCE COMPUTATION METHOD.** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**ACCRUAL ON NONCASH DEPOSITS.** Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

**PROCESSING ORDER.** In the normal course of business, items presented for deposit to and/or payment from an account during a business day are attempted to be posted to the account at the end of that business day. All deposits/credits are posted to the account before requests for withdrawals/debits. Items are sorted for posting by transaction code, serial number (if available), and finally amount. Generally, debit transactions in which cash or credit has already been issued will be posted first. These include, but are not limited to, teller line transactions, wire transfers, cashed checks, and bank fees. Electronic transactions are generally posted next, and checks are posted after that in serial number order. If there are multiple items within a transaction code presented against an account, and there is no serial number to order them by, then the similar items will be paid in order of lowest amount to highest. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees.

**TRANSACTION LIMITATIONS.** During any calendar month, you may not make more than six withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, or by check, draft, debit card or similar order to a third party. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to closure by the financial institution.



**FEES AND CHARGES.** Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

**Business - Commercial Checking Account**

**MINIMUM BALANCE REQUIREMENTS.** You must deposit \$100.00 to open this account.

**DORMANT/INACTIVE ACCOUNT INFORMATION.** A dormant account fee of \$5.00 per statement cycle will be charged after 12 months of inactivity.

**PROCESSING ORDER.** In the normal course of business, items presented for deposit to and/or payment from an account during a business day are attempted to be posted to the account at the end of that business day. All deposits/credits are posted to the account before requests for withdrawals/debits. Items are sorted for posting by transaction code, serial number (if available), and finally amount. Generally, debit transactions in which cash or credit has already been issued will be posted first. These include, but are not limited to, teller line transactions, wire transfers, cashed checks, and bank fees. Electronic transactions are generally posted next, and checks are posted after that in serial number order. If there are multiple items within a transaction code presented against an account, and there is no serial number to order them by, then the similar items will be paid in order of lowest amount to highest. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees.

**TRANSACTION LIMITATIONS.** No transaction limitations apply to this account.

**ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT.**

**Credit against fees** - This account features an earnings credit which is applied to reduce or eliminate fees on the account. If the earnings credit exceeds the fees for any period, you will be assessed no fees but you will not be paid, carry forward, or otherwise receive credit for any excess earnings credit.

The earnings credit will be calculated by applying the periodic earnings credit rate to the average daily balance in the account for the period. Currently, the periodic earnings credit rate for your account is .10%. At any time and at our discretion, the periodic earnings credit rate may change. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing by the number of days in the period. The period we use is the monthly statement cycle.

You do not need to maintain any minimum average balance during the monthly statement cycle in order to receive the credit.

Monthly Service Charge	\$7.50	
Deposits/Credits		\$0.05
Checks/Debits		\$0.10
Deposited Items On-U's	\$0.05	
Deposited Items Local	\$0.10	
Deposited Items Foreign	\$0.10	
ACH Credits/Debits	\$0.05	

**FEES AND CHARGES.** Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges associated with this account. A Fee Schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

**CONSUMER CERTIFICATE OF DEPOSIT**

**NON-INDIVIDUAL/BUSINESS CERTIFICATE OF DEPOSIT**

**COMPOUNDING AND CREDITING.** Interest will not be compounded and will be credited to the account at maturity.

The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings. If interest is credited to another account or paid to you by check, this may reduce earnings and may negate the effect of interest compounding. If you close your account before interest is credited, you will not receive the accrued interest.

**MINIMUM BALANCE REQUIREMENTS.** You must deposit \$500.00 to open this account.

**BALANCE COMPUTATION METHOD.** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**ACCRUAL ON NONCASH DEPOSITS.** Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**TRANSACTION LIMITATIONS.** You may not make deposits into or withdrawals from your account until the maturity date.

**EARLY WITHDRAWAL PROVISIONS.** We will impose a penalty if you withdraw any or all of the funds before the maturity date as follows:

- If your account has an original maturity date of 1-366 days:  
The fee we may impose will equal one month's interest on the amount withdrawn subject to penalty.
- If your account has an original maturity of 367 days or more:  
The fee we may impose will equal three months' interest on the amount withdrawn subject to penalty.

**RENEWAL POLICIES.** Your account will automatically renew at maturity. You will have a grace period of 10 calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty.

## **INDIVIDUAL RETIREMENT ACCOUNT (IRA)**

**COMPOUNDING AND CREDITING.** Interest will be compounded quarterly and will be credited to the account quarterly.

The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings. If interest is credited to another account or paid to you by check, this may reduce earnings and may negate the effect of interest compounding. If you close your account before interest is credited, you will not receive the accrued interest.

**MINIMUM BALANCE REQUIREMENTS.** You must deposit \$500.00 to open this account.

**BALANCE COMPUTATION METHOD.** We use the daily balance method to calculate interest on your account. This method applies a daily percentage rate to the principal in the account each day.

**ACCURAL ON NONCASH DEPOSITS.** Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**TRANSACTION LIMITATIONS.** You may not make deposits into or withdrawals from your account until the maturity date.

**INDIVIDUAL RETIREMENT ACCOUNT.** Individual Retirement Accounts (IRAs) are subject to limitations and/or penalties imposed by the Internal Revenue Service. Please see your IRA Agreement or your tax advisor for additional information.

**EARLY WITHDRAWAL PROVISIONS.** We will impose a penalty if you withdraw any or all of the funds before the maturity date. The penalty imposed will equal 3 months of interest on your account. In certain circumstances, such as the death or incompetence of an account owner, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

**RENEWAL POLICIES.** Your account will automatically renew at maturity. You will have a grace period of 10 calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty.

If your account is not renewed, the funds in the account will be paid directly to you.

### **Overdraft Privilege Disclosure Customer Policy**

There are several ways your account can become overdrawn, such as (1) the payment of checks, electronic funds transfers or other withdrawal requests; (2) payments authorized by you (i.e. signaturebased point of sale transactions); (3) the return of unpaid items deposited by you; (4) bank service charges; or (5) the deposit of items which, according to the bank's Funds Availability Policy, are treated as not yet available or finally paid.

While we are not obligated to pay any item presented for payment if your account does not contain enough money, as long as you maintain your account in "good standing", we may approve your overdraft items within your current available Overdraft Privilege as a non-contractual courtesy. For overdraft privilege considerations, your account is in "good standing" if you (1) deposit enough money to bring your account to a positive end-of-day balance at least once every 35 calendar days (including the payment of all bank fees and charges); (2) have no legal orders, levies, liens, active bankruptcy or unpaid charged off accounts with us.

In the normal course of business, items presented for deposit to and/or payment from an account during a business day are attempted to be posted to the account at the end of that business day. All deposits/credits are posted to the account before requests for withdrawals/debits. Items are sorted for posting by transaction code, serial number (if available), and finally amount. Generally, debit transactions in which cash or credit has already been issued will be posted first. These include, but are not limited to, teller line transactions, wire transfers, cashed checks, and bank fees. Electronic transactions are generally posted next, and checks are posted after that in serial number order. If there are multiple items within a transaction code presented against an account, and there is no serial number to order them by, then the similar items will be paid in order of lowest amount to highest. All pending items will be paid according to the bank's posting order as there are sufficient funds in that account. We reserve the right to change the order of payment without notice to you if we suspect fraud or possible illegal activity affecting your account. Please be aware that no posting order is neutral to all parties. The order in which we pay your items may create multiple overdraft items in a single banking day, and you will be charged our NSF Overdraft Item Fee of \$32 for each overdraft item paid. In the unlikely event that you experience an overdraft, we strive to pay the item. To facilitate this, a level of Overdraft Protection will be assigned to your account. The amount of the protection is determined by the age of the account, deposit activity, and the good standing conditions listed above. Overdraft Privilege is subject to change and is not a guarantee of payment. Normally, we will not approve an overdraft for you in excess of your assigned privilege level. There is a limit of \$192 per day on the total NSF Overdraft item fees charged to consumer accounts.

You may opt out of the privilege at any time, but you are responsible for any overdrawn balances at the time of opting out. We may refuse to pay an overdraft item at any time even though we may have previously paid overdrafts for you. For example, we may not pay overdraft items if your account is not in good standing as defined above. If, based on review of your account management, it is determined that Overdraft Privilege is being used improperly, we may not pay overdraft items on your account. You will be charged an NSF Returned Item Fee of \$32 for each item returned. A single item may incur more than one charge if that item is presented for payment multiple times. We will notify you promptly of any non-sufficient funds items paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdraft including our NSF Overdraft Item Fee of \$32 and/or an NSF Returned Item Fee of \$32 that you owe us is due and payable upon demand; even if we do not ask you for payment, you must repay us no later than 35 calendar days after the creation of the overdraft. If there is an overdraft on an account with more than one owner on the signature card, each owner and agent, if applicable, is jointly and severally liable for all overdrafts including all fees charged.

Overdraft Privilege should not be viewed as an encouragement to overdraw your account. To avoid fees, we encourage you

to keep track of your account balance by entering all items in your check register, reconciling your checkbook regularly, and managing your finances responsibly. To aid you in this, your account information is readily available through our on-line and mobile banking applications. When you ask for your account balance, please remember the amount we communicate/display does not include your overdraft privilege. Please note that your Overdraft Privilege may be available for items created by checks and other transactions made using your checking account number, such as teller withdrawal, an automatic payment (ACH transaction, or automatic bill payment and recurring debit card payment). Also, at your request, we may authorize and pay ATM transfers or withdrawals and everyday debit card purchases using your Overdraft Privilege.

If you would like to have Overdraft Privilege removed from your account, or if you have questions about this service, please call (855)855-3268.

**LIMITATIONS:** Overdraft Privilege is a non-contractual courtesy that is available to checking accounts in good standing. Farmers Bank & Trust reserves the right to suspend, revoke, or discontinue this service without prior notice. If your Overdraft Privilege is suspended, unless we notify you otherwise or you request this service be removed from your account, your Overdraft Privilege may be restored by the bank to cover overdrafts again once the cause of the suspension has been cured.

## OVERDRAFT SERVICES CONSENT FORM

### What You Need to Know about Overdrafts and Overdraft Fees

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in different ways:

- We have standard overdraft practices that come with your account.
- You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So, you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying overdrafts on your account without notice to you. You are encouraged to inquire about other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. Recurring debit card charges are subject to fees if they create an overdraft or occur while in overdraft. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

A temporary debit authorization hold affects your account balance – On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money, which may be more than the actual amount of your purchase. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be settled by the merchant to the actual amount of your purchase, but it may be up to three days before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold.

Please refer to the Account Agreement and Overdraft Privilege Disclosure – Customer Policy for more information.

This notice explains our standard overdraft practices.

### WHAT ARE THE STANDARD OVERDRAFT PRACTICES THAT COME WITH MY ACCOUNT?

We do authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number
- Recurring debit card transactions

We do not authorize and pay overdrafts for the following types of transactions unless you ask us to (see below):

- ATM transactions
- Everyday debit card transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction.

If we do not authorize and pay an overdraft, your transaction will be declined.

### WHAT FEES WILL I BE CHARGED IF FARMERS BANK & TRUST PAYS MY OVERDRAFT?

Under our standard overdraft practices:

- There is a limit of \$192.00 on the total fees we can charge you for overdrawing your account per day.
  - We will charge you a fee up to \$32.00 each time we return an NSF item.
    - It is possible to be charged more than one fee for an item, as you are subject to be charged each time an item is represented and returned.
- Debit card transactions cannot be returned NSF. These items are either paid or declined. There is no charge for a declined debit card transaction.

### WHAT IF I WANT FARMERS BANK & TRUST TO AUTHORIZE AND PAY OVERDRAFTS ON MY ATM AND EVERYDAY DEBIT CARD TRANSACTIONS?

If you also want us to authorize and pay overdrafts on ATM and everyday debit card transactions, call (855)855-3268, visit [www.MyFarmers.Bank](http://www.MyFarmers.Bank), or complete the form below and present it at any of our locations or mail it to:

220 East Main Street  
Magnolia, AR 71753

I do not want Farmers Bank & Trust to authorize and pay overdrafts on my ATM and everyday debit card transactions.

I want Farmers Bank & Trust to authorize and pay overdrafts on my ATM and everyday debit card transactions.

Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Account Number: \_\_\_\_\_

**WHAT IF I WANT TO REVOKE MY AUTHORIZATION WITH FARMERS BANK & TRUST TO PAY OVERDRAFTS ON MY ATM AND EVERYDAY DEBIT CARD TRANSACTIONS?**

To revoke your authorization at Farmers Bank & Trust to pay overdrafts on your ATM and everyday debit card transactions, call (855)855-3268, visit www.MyFarmers.Bank, or complete the fields below and present it at any of our locations or mail to: 220 East Main St. Magnolia, AR 71753. Your revocation will be implemented as soon as feasibly possible once it is received.

I revoke my prior authorization made to have Farmers Bank & Trust pay overdrafts on my ATM and everyday debit card transactions.

Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Account Number(s): \_\_\_\_\_

Your Club Checking account is about to work for you.  
Now it's time to start taking advantage of the benefits and features your account offers:

**IDPROTECT® – identify theft protection service for you and your joint account owners!**  
*Automatic benefits - no action needed by user. These benefits are active and are available to account holders should an identity fraud incident occur:*

- **Up to \$10,000 identity theft expense reimbursement coverage<sup>2</sup>** - to cover expenses associated with restoring your identity
- **Fully managed Identity Theft Resolution Services**
- Access to a **fraud specialist** assigned to manage your case who will work with you until your credit and identity are restored

*Benefits that require REGISTRATION AND ACTIVATION (Online registration and activation is recommended for the earliest warning of credit file activity that may indicate possible identity theft):*

- **Credit File Monitoring** – daily credit file monitoring and automated alerts of key changes to your Experian, Equifax and TransUnion credit reports
- **Total Identity Monitoring** – monitoring of over 1,000 databases including credit, Social Security, public records, real property records, telephone and many others
- **3-in-1 Credit Report** - request a new 3-in-1 report every 90 days or upon receipt of credit alert
- **Credit Score** - receive a new single bureau credit score with every new credit report
- **Debit and credit card registration**
- **Online identity theft news center** and valuable phone and web resources

**Up to \$10,000 of 24-hour Accidental Death & Dismemberment Insurance<sup>2</sup>** - Receive up to \$10,000 of 24-hour Accidental Death & Dismemberment Insurance. (Coverage divides equally on joint accounts and reduces by 50% at age 70.) *Please see Guide to Benefit for additional details regarding eligibility, terms and exclusions.*

**Cellular Telephone Protection<sup>2</sup>** – Receive up to \$300 of replacement or repair costs if your cell phone is stolen or damaged, in the U.S. and abroad. **(Cellular telephone bill must be paid through this account.)** *Please see Guide to Benefit for additional details regarding eligibility, terms and exclusions. Need to file a claim? Call 1-866-210-0361*

**Travel and Leisure Discount Membership** - Money-saving discounts from thousands of local and national businesses. Members can redeem and print coupons online or access discounts from their smartphone. Digital access makes saving super easy and convenient, giving instant savings anywhere, anytime. **(Registration and enrollment is required.)**

**Gift Card Discounts** - For life on the move - account holders receive 20% savings on Gift Cards. Cards are convenient to purchase, easy to use and have no hidden fees or expiration dates. **(Registration/Activation Required. Terms and conditions apply.)**

**Shopping Rewards™** – Receiving Shopping Rewards is simple! As a member, you have access to exclusive offers and discounts at thousands of leading online retailers. Simply shop online using our customized shopping portal and receive cash back. Your cash back will be held in your Shopping Rewards account to use towards future purchases or conveniently sent to you as a check. Yes, it's that easy! **(Registration and activation is required.)**

**Registration and activation is easy:**

- 1) Go to [www.eClubOnline.net](http://www.eClubOnline.net) using [Access Code AR477716](#) and follow the simple step-by-step instructions to register and activate benefits, or
- 2) Call 1-866-210-0361 for questions related to any of the benefits and services, or for assistance with registration and activation.

Thank you for allowing us to serve your financial needs. We appreciate your trust in us. If you have any questions regarding your checking account, please talk with a customer service representative with Farmers Bank and Trust.

Sincerely,  
Farmers Bank & Trust

<sup>1</sup>IDProtect service is a personal identity theft protection service available to account owner(s) and their joint account holders. The service is available to non-publicly traded businesses and their business owner(s) listed on the account (service not available to employees or authorized signers who are not owners). Service is not available to a "signer" on the account who is not an account owner. Service is not available to clubs, organizations and/or churches and their members, schools and employees/students. For revocable grantor trusts, the service is available only when a grantor is serving as a trustee and covers the grantor trustee(s). For all other fiduciary accounts, the service covers the beneficiary, who must be the primary member (Fiduciary is not covered).

<sup>2</sup>Special Insurance Program Notes: The descriptions herein are summaries only. They do not include all terms, conditions and exclusions of the policies described. Please refer to the actual policies for complete details of coverage and exclusions. Insurance is offered through the company named on the certificate of insurance. Guide to Benefits is enclosed.

Insurance product is not insured by FDIC or any Federal Government Agency; not a deposit of or guaranteed by the bank or any bank affiliate.

## **TIPS TO SAFEGUARD YOUR IDENTITY**

- Tip 1.** Go to [www.eClubOnline.net](http://www.eClubOnline.net) and register and activate your credit file monitoring benefits and request your credit report, or call 1-866-210-0361.
- Tip 2.** Remove your name from pre-screened credit offers at [www.optoutprescreen.com](http://www.optoutprescreen.com) or call 1-888-567-8688.
- Tip 3.** Add your telephone number(s) to the National Do Not Call Registry at [www.donotcall.gov](http://www.donotcall.gov) or call 1-888-382-1222.
- Tip 4.** Remove your name from individual Direct Mail Association Member mailing lists at [www.dmchoice.org](http://www.dmchoice.org).
- Tip 5.** Place an alert on your credit file if you believe you have been affected by identity theft. Go to the eClubOnline website to find the link to the Equifax® Fraud Alert Website or you may call Equifax® at 1-888-766-0008 or mail to Equifax Consumer Fraud Division, PO Box 740256, Atlanta, GA 30374. If you place an alert with one of the credit reporting agencies they will in turn notify the other two agencies. Information for TransUnion® and Experian® can be found on the eClubOnline website.
- Tip 6.** In addition to contacting the three credit reporting agencies, you may request a credit report and place a fraud alert at [www.innovis.com](http://www.innovis.com). Click on the Personal Services tab to get a credit report and place an alert on your file. Innovis offers one free copy of your Innovis Credit Report every 12 months.
- Tip 7.** To receive free email reminders to renew your fraud alerts and reorder your credit reports, register your email address with the eClubOnline website.
- Tip 8.** For additional copies of your credit report, go to [www.annualcreditreport.com](http://www.annualcreditreport.com) or call 1-877-322-8228.
- Tip 9.** Avoid carrying Social Security cards, birth certificates or passports and extra credit cards. If you carry a health care card and your Social Security number is used as your ID number, ask if it can be changed.
- Tip 10.** Avoid using unsecured mailboxes. Promptly remove mail from your mailbox. Deposit outgoing mail containing personal information at your local post office. If you can't pick up your mail, contact the U.S. Postal Service at 1-800-275-8777 or [www.usps.gov](http://www.usps.gov) to request a vacation hold.
- Tip 11.** Pay attention to billing cycles. If bills or financial statements are late or you fail to receive, contact the sender immediately.
- Tip 12.** Select intricate passwords – don't use information that is easily available like your birth date, your mother's maiden name, phone number, or the last four digits of your Social Security number. Don't store passwords in your phone or carry them in your purse or wallet.
- Tip 13.** Shred your mail and important documents when disposing of bank statements, credit card bills, convenience checks, pre-approved credit offers, insurance statements and other documents that may contain personal information.
- Tip 14.** Handle your personal identifying information with care. Don't give out personal information on the phone, through the mail or over the internet unless you initiated the contact.

## **What if you have been impacted by Identity Theft?**

If you have been affected by identity theft, a specialist will be available to assist you right away.

Simply call the Benefits Service Center at 1-866-210-0361.

To file an Identity Fraud Expense Reimbursement claim – you may call the insurance company directly at 1-888-716-5437 (please have your insurance certificate available when calling).

To speak to a Resolution Fraud Specialist: M-F, 8:30am-5:00pm – call 1-866-210-0361; After Hours – call 1-877-237-9602

**eClub**



For more information or to report a claim, call:

Benefits Service Center  
1-866-210-0361, M-F, 8:30 am – 5:00 pm EST  
Or visit [www.eClubOnline.net](http://www.eClubOnline.net)  
Access Code: AR477716

After Hours Assistance:  
Lost/Stolen Credit/Debit Cards – call 1-866-210-0361  
Fraud Resolution – 1-877-237-9602

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For more information or to report a claim, call:

Benefits Service Center  
1-866-210-0361, M-F, 8:30 am – 5:00 pm EST  
Or visit [www.eClubOnline.net](http://www.eClubOnline.net)  
Access Code: AR477716

After Hours Assistance:  
Lost/Stolen Credit/Debit Cards – call 1-866-210-0361  
Fraud Resolution – 1-877-237-9602

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**Summary Description of Benefits  
for the Personal Internet & Identity Coverage Master Policy**

This Summary is provided to inform you that as a member of Econ-O-Check Association you are entitled to benefits under the Master Policy referenced below. This Summary Description of Benefits does not state all the terms, conditions, and exclusions of the Policy. Your benefits will be subject to all of the terms, conditions, and exclusions of the Master Policy, even if they are not mentioned in this Summary. A complete copy of the Policy will be provided upon request.

The Master Policy of Personal Internet Identity Coverage has been issued to Econ-O-Check Association (the “**Master Policy Holder**”), under Policy Numbers: [7078268 and 1423608 respectively] underwritten by insurance company subsidiaries or affiliates of American International Group, Inc., to provide benefits as described in this Summary.

**General Information**

Should you have any questions regarding the Membership Program provided by the Master Policyholder, or wish to view a complete copy of the Master Policy, please call the customer service number located in your membership materials.

**Limit of Insurance**

Aggregate Limit of Insurance:	<u>\$ 10,000</u>	per policy period
Lost Wages:	<u>\$ 1,000</u>	per week, for 5 weeks maximum
Travel Expenses	<u>\$ 1,000</u>	per week, for 5 weeks maximum
Elder Care and Child Care	<u>\$ 1,000</u>	per policy period
<b>Deductible</b>	<u>\$ 0</u>	per policy period

**Filing a Claim**

If you have any questions regarding the identity theft insurance coverage or wish to file a claim under the Master Policy, please contact the Insurer at: 1-888-716-5437

**This is a group master policy issued to Econ-O-Check Association. If this master policy is terminated, your benefits will cease effective that date. It is the obligation of the master policyholder to inform you of any termination of the master policy.**

**BENEFITS**

We shall pay you for the following:

- a) Costs
  - i. Reasonable and necessary costs incurred by you in the United States for re-filing applications for loans, grants or other credit instruments that are rejected solely as a result of a stolen identity event;
  - ii. Reasonable and necessary costs incurred by you in the United States for notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of your efforts to report a stolen identity event and/or amend or rectify records as to your true name or identity as a result of a stolen identity event;
  - iii. Reasonable and necessary costs incurred by you for up to six credit reports from established credit bureaus (with no more than two reports from any one credit bureau) dated within 12 months after your knowledge or discovery of a stolen identity event;
  - iv. Costs approved by us, for providing periodic reports on changes to, and inquiries about the information contained in your credit reports or public databases (including, but not limited to credit monitoring services);
  - v. Cost of travel within the United States incurred as a result of your efforts to amend or rectify records as to your true name and identity;
- vi. Reasonable and necessary costs for elder care, spousal care or child care incurred as a result of your efforts to amend or rectify records as to your true name or identity;

- vii. Reasonable and necessary costs incurred by you for ordering medical records for the purpose of amending and/or rectifying these documents as a result of a stolen identity event; and
- viii. Reasonable and necessary costs incurred by you for the replacement of identification cards, drivers licenses and passports as a result of a stolen identity event.

b) Lost Wages

Actual lost wages earned in the United States, whether partial or whole days, for time reasonably and necessarily taken off work and away from your work premises solely as a result of your efforts to amend or rectify records as to your true name or identity as a result of a stolen identity event. Actual lost wages includes remuneration for vacation days, discretionary days, floating holidays, and paid personal days excludes business interruption or future earnings of a self-employed professional. Computation of lost wages for self-employed persons must be supported by, and will be based on, prior year tax returns. Coverage is limited to wages lost within twelve months after your discovery of a stolen identity event.

c) Legal defense fees and expenses

Reasonable and necessary fees and expenses incurred in the United States by you with our consent for an attorney approved by us for:

- i. An initial consultation with a lawyer to determine the severity of and appropriate response to a stolen identity event;
- ii. Defending any civil suit brought against you by a creditor or collection agency or entity acting on behalf of a creditor for non-payment of goods or services or default on a loan as a result of a stolen identity event;
- iii. Removing any civil judgment wrongfully entered against you as a result of the stolen identity event;
- iv. Defending criminal charges brought against you as a result of a stolen identity event; provided, however, we will only pay criminal defense related fees and expenses after it has been established that you were not in fact the perpetrator;
- v. Challenging the accuracy or completeness of any information in your medical history as a result of a medical identity theft. It is further agreed that solely with respect to subparagraph (c) you, with our express prior written consent, may select such attorney; and
- vi. Challenging the accuracy or completeness of any information in your tax history as a result of a stolen identity event. It is further agreed that solely with respect to subparagraph (c) you, with our express prior written consent, may select such attorney.

d) Restoration services

Those services performed in response to a stolen identity event and on your behalf after receipt of authorization from you including but not limited to:

- i. Providing you with an information package including a description of the resolution process, educational articles, and guidance for avoiding future complications.
- ii. Notifying the three major credit bureaus and provide assistance with requesting that a fraud alert be placed on your credit files and affected credit accounts.
- iii. Reviewing your credit files with you to determine the accuracy of the file and potential areas of fraud.
- iv. Notifying as needed, your affected creditors, financial institutions, credit card companies, utility providers, and merchants of the identity fraud.
- v. Providing information to the Federal Trade Commission (FTC), and to other government agencies as appropriate.
- vi. When appropriate, providing assistance with obtaining and reviewing your Social Security Personal Earnings and Benefits Statement.
- vii. Creating and maintaining a case file to document the identity fraud.

A stolen identity event is the theft of your personal identification, social security number, or other method of identifying you, which has or could reasonably result in the wrongful use of such information. All loss resulting from stolen identity event(s) and arising from the same, continuous, related or repeated acts shall be treated as arising out of a single stolen identity event occurring at the time of the first such stolen identity event. A stolen identity event does not include the theft or unauthorized or illegal use of your business name, d/b/a or any other method of identifying your business activity.

## Coverage Scope

The Master Policy provides benefits to you only if you report a stolen identity event to us by the contact number stated above as soon as you become aware of a stolen identity event, in no event later than 90 days after the stolen identity event is discovered by you and you follow the instructions given to you in a claims kit that you will be provided. These instructions will include notifying major credit bureaus, the Federal Trade Commission's Identity Theft Hotline and appropriate law enforcement authorities. This claims kit will also instruct you how to file for benefits under the policy if the stolen identity event results in losses covered under the policy.

You will only be covered if a stolen identity event is reported to us within 90 days of discovery. You will not be covered if the stolen identity event first occurs after termination of the master policy or termination of your membership in the Master Policyholder's program.

## Limits Of Insurance

The most we shall pay you are the Limits of Insurance shown above. All Legal Costs shall be part of and subject to the Aggregate Limit of Insurance. **LEGAL COSTS ARE PART OF, AND NOT IN ADDITION TO, THE LIMIT OF INSURANCE.**

The Lost Wages Limit of Insurance shown above is a sublimit of the Aggregate Limit of Insurance and is the most we shall pay you for lost wages.

## Deductible

1. You shall be responsible for the applicable Deductible amount shown above and you may not insure against it.
2. You shall be responsible for only one Deductible during any one policy period.

## Other Insurance

We shall be excess over any other insurance, including, without limitation, homeowner's or renter's insurance. If you have other insurance that applies to a loss under this policy, the other insurance shall pay first. This policy applies to the amount of loss that is in excess of the Limit of Insurance of your other insurance and the total of all your deductibles and self-insured amounts under all such other insurance. In no event shall we pay more than our Limits of Insurance as shown above.

## DUPLICATE COVERAGES

Should you be enrolled in more than one membership program insured by us, or any of our affiliates, we will reimburse you under each membership program:

- a) subject to the applicable deductibles and limits of liability of each insured membership program
- b) but in no event shall the total amount reimbursed to you under all membership programs exceed the actual amount of loss.

# PLATEAU INSURANCE COMPANY

2701 North Main Street, Crossville, TN 38555 Ph.(800) 752-8328  
(herein referred to as the Company)

Policyholder: Econ-O-Check Association

Policy Number: 21201

## BLANKET ACCIDENT INSURANCE DESCRIPTION OF COVERAGE

### Who Is Eligible

The persons eligible for coverage under the Blanket Policy (herein called the Policy) issued to the Policyholder are all members of Policyholder (herein called You or Your) who have elected a membership package.

### What Activities are Covered

Accident insurance is provided if You suffer an Injury while participating in a Covered Activity(ies). A Covered Activity(ies) is defined in the Policy as any activity(ies) that is not listed in Exclusions. Covered Activity(ies) are:

24 Hour Accidental Injury

### Definitions

**Injury** shall mean bodily injury caused by an accident that: (1) occurs while the Policy is in force as to the person whose injury is the basis of claim; (2) occurs while such person is participating in a Covered Activity; and (3) results directly and independently of all other causes in a covered loss.

### Your Effective and Termination Dates

**Effective Date.** Your coverage under the Policy begins, provided premiums have been paid by You or on Your behalf, on the later of: 1) the date the Policy becomes effective; or 2) the date Your written enrollment is received by us, the Program Sponsor or Policyholder.

**Termination Date.** Your coverage under the Policy ends on the earliest of: (1) the date the Policy is terminated, (2) the end of the period for which Your premiums have been paid; or (3) the date You cease to be a member of Policyholder as per the records of the Program Sponsor.



## Schedule of Benefits - Accidental Death and Dismemberment Benefit

### Covered Activity(ies):

**24 Hour Coverage**  
Maximum Amount

\$10,000

Benefits provided under a joint membership will be divided equally among all joint members who are on file with the Policyholder. In the event of a claim, the benefit for the claimant will be the percentage of the Maximum Amount equal to his or her percentage interest in the joint membership.

The Aggregate Limit is \$5,000,000 per accident for all plans combined.

### Description of Benefits

**Maximum Amount.** As applicable to each Benefit provided by the Policy for each Insured, Maximum Amount means the amount shown as the maximum amount for that Benefit for the Insured's eligible class, subject to the Reduction Schedule.

**Reduction Schedule.** The Maximum Amount for 24 Hour Accidental Injury Coverage used to determine the amount payable for a loss will be reduced if an Insured is age 70 or older on the date of the accident causing the loss with respect to the Benefit(s) provided by the Policy. The Maximum Amount for 24 Hour Accidental Injury Coverage is reduced to a percentage of the Maximum Amount that would be used if the Insured were under age 70 on the date of the accident, according to the following schedule: 50% of the benefit at Age 70.

Premium for an Insured age 70 or older is based on 100% of the coverage that would be in effect if the Insured were under age 70. "Age" as used above refers to the age of the Insured on the Insured's most recent birthday, regardless of the actual time of birth.

The Maximum Amounts as shown above in the Schedule of Benefits are used to determine amounts payable under each Benefit. Actual amounts payable will not exceed the maximums, and may be less than the maximums under circumstances specified in the Policy.

**Accidental Death.** If You suffer an Injury that results in death within 365 days of the date of the accident that caused the Injury, the Company will pay 100% of the Maximum Amount.

**Accidental Dismemberment Benefit.** If Injury to the Insured results, within 365 days of the date of the accident that caused the Injury, in any one of the Losses specified below, the Company will pay the percentage of the Maximum Amount shown below for that Loss:

Both Hands or Both Feet	100%	Speech and Hearing in Both Ears	100%
Sight of Both Eyes	100%	One Hand or One Foot	50%
One Hand and One Foot	100%	The Sight of One Eye	50%
One Hand and the Sight of One Eye	100%	Speech or Hearing in Both Ears	50%
One Foot and the Sight of One Eye	100%	Thumb and Index Finger of Same Hand	25%

'Loss' of a hand or foot means complete severance through or above the wrist or ankle joint. 'Loss' of sight of an eye means total and irrecoverable loss of the entire sight in that eye. 'Loss' of hearing in an ear means total and irrecoverable loss of the entire ability to hear in that ear. 'Loss' of speech means total and irrecoverable loss of the entire ability to speak. 'Loss' of thumb and index finger means complete severance through or above the metacarpophalangeal joint of both digits.

If more than one Loss is sustained by an Insured as a result of the same accident, only one amount, the largest, will be paid.

**Exposure and Disappearance.** If by reason of an accident occurring while an Insured's coverage is in force under the Policy, the Insured is unavoidably exposed to the elements and as a result of such exposure suffers a loss for which a benefit is otherwise payable under the Policy, the loss will be covered under the terms of the Policy.

If the body of an Insured has not been found within one year of the disappearance, forced landing, stranding, sinking or wrecking of a conveyance in which the person was an occupant while covered under the Policy, then it will be deemed, subject to all other terms and provisions of the Policy, that the Insured has suffered accidental death within the meaning of the Policy.

**Limitation on Multiple Covered Benefits.** If an Insured suffers one or more losses from the same accident for which amounts are payable under more than one of the Benefits provided by this Policy, the maximum amount payable under all of the Benefits combined will not exceed the amount payable for one of those losses, the largest.

**Limitation on Multiple Covered Activities.** If an Insured's Injury is caused by an accident that occurs while the Insured is participating in more than one Covered Activity applicable to that Insured, and if the same Benefit applies to that Insured with respect to more than one such Covered Activity, then for Policy purposes the Maximum Amount for that Benefit for that Insured for that accident will be determined as though the accident occurred while the Insured was participating in only one such Covered Activity, the one with the largest Maximum Amount for that Benefit for that person.

**Multiple Memberships.** If an Insured has two or more memberships, the maximum amount payable will be no more than two times the largest maximum amount payable for that loss.

**Aggregate Limit.** The maximum amount payable under this Policy may be reduced if more than one Insured suffers a loss as a result of the same accident, and if amounts are payable for those losses under one or more of the Benefits provided by this Policy. The maximum amount payable for all such losses for all Insureds under all those Benefits combined will not exceed the amount shown as the Aggregate Limit in the Benefit Schedule. If the combined maximum amount otherwise payable for all Insureds must be reduced to comply with this provision, the reduction will be taken by applying the same percentage of reduction to the individual maximum amount otherwise payable for each Insured for all such losses under all those Benefits combined. Aggregate Limit \$5,000,000 per accident for all plans combined.

**Exclusions:** The Policy does not cover any loss caused in whole or in part by, or resulting in whole or in part from: 1) suicide or any attempt at suicide or intentionally self-inflicted injury or any attempt at intentionally self-inflicted injury; 2) sickness, disease or infections of any kind; except bacterial infections due to an accidental cut or wound, botulism or ptomaine poisoning; 3) declared or undeclared war, or any act of declared or undeclared war (Note: This policy covers Armed Services Personnel only for loss resulting from non-military or non-combat activities within the United States of America); 4) travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if You are: a. riding as a passenger in any aircraft not licensed for the transportation of passengers; b. performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft; 5) Your being under the influence of drugs or intoxicants, unless taken under the advice of a physician.

**Claims Procedures:** All claims should be reported to the Policyholder as soon as possible at the following phone number: Econ-O-Check Association – Insurance Service Center/Claims Department, 3 Gresham Landing, Stockbridge, GA 30281, ph: (866) 210-0361.

The Company will send claim forms to the claimant upon receipt of a written notice of claim. If such forms are not sent within 15 days after the giving of notice, the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time fixed in this Policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made. The written proof should include the Insured's name, the Policyholder's name and the Policy number. Written proof of loss must be furnished to the Company within 90 days after the date of the loss. Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required. Upon receipt of due written proof of loss, payment for a covered loss of life of an Insured will be made to the

beneficiary or beneficiaries designated by the Insured and filed with Company. If there is no designated beneficiary or no designated beneficiary is living after Insured's death, the benefits will be paid in equal shares, to the survivors in the first surviving class of those that follow: the Insured's (1) spouse; (2) children; (3) parents; or (4) brothers and sisters. If no class has a survivor, the beneficiary is the Insured's estate. Any payment the Company makes in good faith fully discharges the company's liability to the extent of the payment made. Benefits payable under this Policy for any covered loss will be paid within 30 days of the Company's receipt of due written proof of the loss.

**IMPORTANT:** If any conflict should arise between the contents of this Description of Coverage and the Master Policy (underwritten by Plateau Insurance Company of Crossville, Tennessee, referred to as the Company), or if any point is not covered herein, the terms and conditions of the Master Policy will govern in all cases.

**FARMERS BANK AND TRUST**  
**MEMBERSHIP ENROLLMENT/AGREEMENT**

Customer Name (print): \_\_\_\_\_

Checking Account Number: \_\_\_\_\_

Member acknowledges receipt of the program membership materials and agrees to the terms of the insurance coverage, other services, any applicable monthly membership dues, and any announced changes in services or fees. The program selected includes insurance as described in the insurance certificate. Refer to insurance certificate for coverage details and all terms of the coverage.

**I have read and acknowledge receipt of the disclosures and Membership Agreement below.**

Customer Signature: \_\_\_\_\_

*Required*

*Date*

**Membership Agreement** *(Please read carefully before signing)*

Upon signing this Membership Enrollment, you and any joint holders of your account, and family members if applicable, are enrolled as members of Econ-O-Check Association (EA) (Member). As soon as your signed enrollment is received by your Financial Institution (FI), your club checking account will go into effect, as well as your membership with EA. The benefits of the program, including your insurance coverage, will also take effect as of this date. Some of the benefits provided with your club checking account and EA membership may require registration and activation. These additional benefits are available to Member at no additional cost and must be requested by Member – instructions are provided in the membership kit. Benefits and/or insurance coverage will end the earliest of: (1) the first of the month after the month in which dues were last paid, (2) termination of your membership, or (3) termination of the policy. A detailed insurance certificate can be found in your membership kit. Checking account fee (if applicable) will be deducted from your checking account by your FI and will be used to cover the cost of membership dues for EA and any insurance premium. Upon completion of this enrollment form, this sponsorship results in an EA membership provided to the Member, of which your financial institution is a sponsor.

**This insurance product is not a deposit; not FDIC insured; not insured by any federal government agency; and is not guaranteed by the financial institution/affiliate.**

**For Accidental Death Coverage:**

*Account holder #1: I wish to name as my beneficiary:*

1. \_\_\_\_\_ Percentage: \_\_\_\_\_
2. \_\_\_\_\_ Percentage: \_\_\_\_\_
3. \_\_\_\_\_ Percentage: \_\_\_\_\_

*Account holder #2: I wish to name as my beneficiary:*

1. \_\_\_\_\_ Percentage: \_\_\_\_\_
2. \_\_\_\_\_ Percentage: \_\_\_\_\_
3. \_\_\_\_\_ Percentage: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

**Note:** *If there is no designated beneficiary or no designated beneficiary is living at the time of death, the benefits will be paid in accordance with the master policy on file.*

**FOR FINANCIAL INSTITUTION USE ONLY:**

Financial Services Representative: \_\_\_\_\_

Enrollment Date: \_\_\_\_\_  Individual Account  Joint Account

*(Date Received by FI)*

New Membership Agreement  Beneficiary Change



## Cellular Telephone Protection

This Guide to Benefit describes the benefit in effect as of the date your financial institution elected this coverage. This benefit and description supersedes any prior benefit and description you may have received earlier. Please read and retain for your records.

Your eligibility is determined by the date your financial institution enrolled your account in the benefit.

### What is Cellular Telephone Protection?

Subject to the terms and conditions provided in this Guide to Benefit, Cellular Telephone Protection will reimburse the enrolled accountholder (the "Accountholder", also referred to as "You" or "Your") for damage to or theft of eligible Cellular Wireless Telephones. Eligible Cellular Wireless Telephones are the primary line and up to the first two secondary, additional, or supplemental lines as listed on Your cellular provider's monthly billing statement for the billing cycle preceding the month in which the theft or damage occurred. Cellular Telephone Protection is subject to a fifty-dollar (\$50.00) co-payment per claim and a maximum of two (2) claims per twelve (12) month period. The maximum benefit limit is \$300.00 per claim and \$600.00 per twelve (12) month period.

### Who is eligible for this protection?

To be eligible for Cellular Telephone Protection, You must be an accountholder of an eligible U.S.-based financial institution enrolled in the Cellular Telephone Protection benefit and charge Your monthly Cellular Wireless Telephone bills to Your eligible account. Only Cellular Wireless Telephones purchased by the accountholder will be covered.

Following the program effective date set forth above, Your Cellular Telephone Protection begins the first day of the calendar month following the payment of the Cellular Wireless Telephone bill using an eligible

account. If the accountholder fails to make a Cellular Wireless Telephone bill payment in a particular month, the Cellular Telephone Protection is suspended. Provided the Cellular Telephone Protection continues to be offered, the benefit will resume on the first day of the calendar month following the date of any future Cellular Wireless Telephone bill payment with the eligible account.

### What type of protection is this?

Cellular Telephone Protection is supplemental to, and excess of, valid and collectible insurance or indemnity (including, but not limited to, Cellular Wireless Telephone insurance programs, homeowner's, renter's, automobile, or employer's insurance policies). After all insurance or indemnity has been exhausted, Cellular Telephone Protection will cover the damage or theft up to \$300.00 per claim, subject the terms, conditions, exclusions, and limits of liability of this benefit as well as the fifty-dollar (\$50.00) co-payment. The maximum limit of liability is \$300.00 per claim occurrence, and \$600.00 per twelve (12) month period.

You will receive no more than the purchase price less your fifty-dollar (\$50.00) co-payment as recorded on Your submitted receipt.

### What is not covered?

- Cellular Wireless Telephone accessories other than standard battery and/or standard antenna provided by the manufacturer.
- Cellular Wireless Telephones purchased for resale, professional, or commercial use.
- Cellular Wireless Telephones that are lost or "mysteriously disappear." "Mysterious disappearance" means the vanishing of an item in an unexplained manner where there is absence of evidence of a wrongful act by a person or persons.
- Cellular Wireless Telephones under the care and control of a common carrier (including, but not limited to, U.S. Postal Service, airplanes, or delivery service).

- Cellular Wireless Telephones stolen from baggage unless hand-carried and under Your personal supervision, or under the supervision of Your traveling companion who is previously known to You.
- Cellular Wireless Telephones stolen from a construction site.
- Cellular Wireless Telephones which have been rented, borrowed or Cellular Wireless Telephones that are received as part of a pre-paid plan or "pay as you go" type plans.
- Cosmetic damage to the Cellular Wireless Telephone or damage that does not impact the Cellular Wireless Telephone's ability to make or receive phone calls.
- Damage or theft resulting from abuse, intentional acts, fraud, hostilities of any kind (including, but not limited to, war, invasion, rebellion, or insurrection), confiscation by the authorities, risks of contraband, illegal activities, normal wear and tear, flood, earthquake, radioactive contamination, or damage from inherent product defects or vermin.
- Damage or theft resulting from misdelivery or voluntary parting with the Cellular Wireless Telephone.
- Replacement Cellular Wireless Telephone not purchased from a cellular service provider's retail or Internet store (or authorized reseller).
- Taxes, delivery and transportation charges, and any fees associated with the cellular service provider.

### Do I need to keep copies of receipts or any other records?

Yes. If You want to file a claim, You will need copies of Your account statement reflecting monthly Cellular Wireless Telephone bill payments during the time of the damage or theft and Your store receipt for purchase of Your new Cellular Wireless Telephone.

### How do I file a claim?

Call the Benefit Administrator at **(866) 210 - 0361** within sixty (60) days of damage or theft. Please note: If You do not give such notice within sixty (60) days after the damage or theft Your claim may be denied.

The Benefit Administrator representative will ask You for some preliminary claim information and send You the appropriate claim form. This claim form must be completed, signed, and returned with all the requested documentation within ninety (90) days from the date of damage or theft of the eligible Cellular Wireless Telephone or Your claim may be denied.

### **What do I need to submit with my claim?**

- Your completed and signed claim form.
- Copies of Your account statement reflecting the entire monthly Cellular Wireless Telephone payments for the month preceding the date of damage or theft.
- A copy of Your cellular wireless service provider billing statement that corresponds with the above account statement.
- A copy of the original Cellular Wireless Telephone purchase receipt or other sufficient proof, as determined in the Benefit Administrator's sole discretion, of the Cellular Wireless Telephone model currently linked to Your Cellular Wireless Telephone account.
- If the claim is due to theft or criminal action, a copy of the police report filed within forty-eight (48) hours of the occurrence.
- If the claim is due to damage, a copy of an insurance claim or other report as the Benefit Administrator, in its sole discretion, deems necessary to determine eligibility for coverage. In addition the Benefit Administrator may in its sole discretion require (a) an itemized estimate of repair from an authorized Cellular Wireless Telephone repair facility or (b) the Accountholder to submit the Cellular Wireless Telephone to the Benefit Administrator to evaluate the damage or (c) an itemized store receipt for the replacement Cellular Wireless Telephone showing the purchase was made at a cellular service provider's retail or Internet store (for example: Verizon Wireless, AT&T, Sprint, etc.).
- If the claim amount is less than Your personal homeowner's, renter's, or automobile insurance deductible, a copy of Your insurance policy personal declaration page is sufficient for Your claim. If the claim amount is greater than Your personal homeowner's, renter's, or automobile insurance deductible, You are required to file a claim with Your applicable insurance company and to submit a copy of any claims settlement from Your insurance company along with Your claim form.

- Documentation (if available) of any other settlement of the claim.
- Any other documentation deemed necessary, in the Benefit Administrator's sole discretion, to substantiate Your claim. All claims must be fully substantiated as to the time, place, cause, and purchase price of the Cellular Wireless Telephone.

### **How will I be reimbursed?**

Depending on the nature and circumstances of the damage or theft, the Benefit Administrator, at its sole discretion, may choose to repair or replace the Cellular Wireless Telephone or reimburse the accountholder for the lesser of a) \$300.00 excess of the fifty-dollar (\$50.00) co-payment; or b) the current suggested retail price of a replacement Cellular Wireless Telephone of like kind and quality, excluding taxes, delivery and transportation charges, and any fees associated with the Cellular Wireless Telephone service provider, less the fifty-dollar (\$50.00) co-payment.

Please note: Cellular Telephone Protection is subject to a maximum of two (2) claim occurrences per twelve (12) month period. Under normal circumstances, reimbursement will take place within ten (10) business days of receipt and approval of claim form and all required documents.

### **Additional Provisions for Cellular Telephone Protection:**

This protection provides benefits only to You, an eligible accountholder. You shall use due diligence and do all things reasonable to avoid or diminish any loss or damage to the Cellular Wireless Telephone from damage or theft. This provision will not be applied unreasonably to avoid claims.

If You make any claim knowing it to be false or fraudulent in any respect including, but not limited to, the cost of repair services, no coverage shall exist for such claim and the Cellular Telephone Protection benefit may be canceled. Each accountholder agrees that representations regarding claims will be accurate and complete. Any and all relevant provisions shall be void in any case of fraud, intentional concealment, or misrepresentation of material fact.

Once You report an occurrence of damage or theft, a claim file will be opened and shall remain open for six (6) months from the date of the damage or theft. No payment will be made on a claim that is not completely substantiated in the manner required by the Benefit Administrator within six (6) months of the date of damage or theft.

After the Benefit Administrator has paid Your claim, all Your rights and remedies against any party in respect of this claim will be transferred to the Benefit Administrator to the extent of payment made to You. You must give all assistance as may be reasonably necessary to secure all rights and remedies.

No legal action for a claim may be brought against Us until sixty (60) days after the Benefit Administrator receives all necessary documentation needed to substantiate damage or theft. After the expiration of three (3) years from the time written Proof of Loss was to be provided, no action shall be brought to recover on this benefit. Further, no legal action may be brought against Us unless the terms and conditions of this Guide to Benefit have been complied with fully.

This benefit is provided to eligible accountholders at no additional cost. The terms and conditions contained in this Guide to Benefit may be modified by subsequent endorsements.

Modifications to the terms and conditions may be provided via additional Guide to Benefit mailings, statement inserts, or statement messages. The benefit described in this Guide to Benefit will not apply to accountholders whose accounts have been suspended or canceled. The Cellular Telephone Protection described in this Guide to Benefit will not apply to accountholders whose applicable account(s) are closed, delinquent, or otherwise in default.

Termination dates may vary by financial institutions. Your financial institution can cancel or non-renew the benefit, and if they do, they will notify You at least thirty (30) days in advance. This information describes the benefit provided to You as an accountholder. It is insured by Indemnity Insurance Company of North America.

**For general questions regarding this benefit, call the Benefit Administrator at (866) 210 – 0361.**