

# MIDWEST AMERICA

FEDERAL CREDIT UNION®



# Truth in Savings Disclosure

Important Account Information for Our Members

Phone: 1-800-348-4738

1104 Medical Park Dr

Fort Wayne IN, 46825

All savings accounts at MidWest America Federal Credit Union are federally insured to at least \$250,000 and backed by the full faith and credit of the United States Government, National Credit Union Administration (NCUA), a U.S. Government Agency, and up to an additional \$250,000 by Excess Share Insurance (ESI), for a total of \$500,000. IRAs are separately insured to \$250,000 by the NCUA, and an additional \$250,000 by ESI, for a total of \$500,000.

## Important Information About Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions obtain, verify, and record information that identifies each person who opens an account.

**What this means for you:** When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We also ask to see your driver's license or other identifying documents.

## Share Accounts

**Rate Information:** The dividend rate and annual percentage yields may change every quarter. We may change the dividend rate for your account as determined by the Credit Union Board of Directors.

**Compounding and crediting:** Dividends will be compounded every quarter. Dividends will be credited to your account every quarter.

**Dividend period:** For this account type, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow the same pattern of dates. The dividend declaration date is the last day of the dividend period and for the example above is March 31.

**Daily balance computation method:** Dividends are calculated by the daily balance method that applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on non-cash deposits:** Dividends will begin to accrue on the business day you place non-cash items (for example, checks) in your account.

**Transaction Limitations:** During any month, you may not make more than six withdrawals or transfers to another Credit Union account of yours or to a third party by means of pre-authorized or automatic transfer or telephonic order or instruction. No more than six transfers may be made by check, draft, debit card (if applicable), or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the Credit Union.

**Fees and Charges:** An excessive withdrawal fee of \$12.00 will be charged for each withdrawal in excess of the transaction limitations stated above.

Monthly, a fee will be assessed to accounts which maintain an average aggregate balance of less than \$500 for the previous two months. This fee will be waived if the checking account has 5 or more financial transactions (fee withdrawals or dividends are not considered financial transactions) during the month, there is an open loan, or the account belongs to a minor (less than age 18).

## Regular Share Account

**Par value of a share:** The par value of a share in this account is \$5.00.

**Minimum Balance Requirements:** The minimum required to open this account is the purchase of a share in the Credit Union. Please see the bylaw requirements in the Common Features section for additional information. You must maintain a minimum daily balance of \$200.00 in your account each day to obtain the disclosed annual percentage yield. You must maintain a minimum daily balance of \$5.00 in your account to keep any other type of account or service open.

## You Name It Savings Account

**Minimum balance requirements:** The minimum balance required to open this account is \$1.00. You must maintain a minimum daily balance of \$0.00 in your account each day to obtain the disclosed annual percentage yield.

## Cowabunga Caffie's Kids Club Account

**Minimum balance requirements:** The minimum balance required to open this account is \$10.00. You must maintain a minimum daily balance of \$0.00 in your account each day to obtain the disclosed annual percentage yield.

## Share IRA (Roth, Coverdell, & HSA)

**Rate Information:** The dividend rate and annual percentage yield may change every month. We may change the dividend rate for your account as determined by the Credit Union Board of Directors.

**Compounding and crediting:** Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period:** For this account type, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of the first dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

**Minimum balance requirements:** The minimum balance requirement to open this account is \$25.

**Daily balance computation method:** Dividends are calculated by the daily balance method that applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on non-cash deposits:** Dividends will begin to accrue on the business day you place non-cash items (for example, checks) in your account.

**Transaction limitations (IRA, Roth & Coverdell):** You may not make any withdrawals or transfers to another Credit Union account of yours or to a third party by means of pre-authorized or automatic transfer, telephonic order or instruction, or similar order to a third party.

**Transaction limitations (HSA):** No transaction limitations apply to this account unless otherwise stated in the Common Features section.

**Fees associated with these accounts:** Annually on November 1st, any account with a balance of less than \$250 in each type of IRA will be charged a \$10 maintenance fee.

## Share & IRA Certificate

**Rate Information:** The dividend rate on your term share account is \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%. You will be paid this rate until the first maturity.

**Compounding frequency:** Unless otherwise paid, dividends will be compounded  every month  every quarter  at maturity.

**Crediting frequency:** Dividends will be credited to your account  every month  every quarter  at maturity  Alternatively, you may choose to have dividends paid to you or to another account every quarter rather than credited to this account.

**Dividend period:** For this account type the period is  monthly  quarterly  the same as the term, beginning

on the date the account is opened, and ending on the stated maturity date.

**Minimum balance requirements:** The minimum balance required to open this account is  \$500.00  \$1,000.00  \$2,500.00  \$5,000.00  \$10,000.00  \$25,000.00  \_\_\_\_\_.

You must maintain a minimum daily balance of  \$500.00  \$1,000.00  \$2,500.00  \$5,000.00  \$10,000.00  \$25,000.00  \_\_\_\_\_ in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method:** Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends of non-cash deposits:** Dividends will begin to accrue on the business day you place non-cash items (for example, checks) in your account.

**Transaction limitations:** After the account is opened, you may not make additions into the account until the maturity date stated on the account. You may make withdrawals of principal from your account before maturity only if we agree at the time you request the withdrawal. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty. You can only withdraw dividends before maturity if you make arrangements with us for periodic payments of dividends in lieu of crediting.

## Liquid Gold Account

**Rate information:** The dividend rate and the annual percentage yield may change every month. We may change the dividend rate for your account as determined by the Credit Union Board of Directors.

**Compounding and crediting:** Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period:** For this account type, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of the first dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

**Minimum balance requirements:** The minimum balance required to open this account is \$2,500.00. You must maintain a minimum daily balance of \$2,500.00 in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method:** Dividends are calculated by the daily balance method that applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on non-cash deposits:** Dividends will begin to accrue on the business day you place non-cash items (for example, checks) in your account.

**Transaction limitations:** The minimum deposit we allow is \$500.00 per deposit. The minimum amount you may withdraw is \$500.00 per withdrawal. During any month, you may not make more than six withdrawals or transfers to another Credit Union account of yours or to a third party by means of pre-authorized or automatic transfer or telephonic order or instruction. No more than six may be made by check, draft, debit card (if applicable), or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the Credit Union.

**Fees and charges:** An excessive withdrawal fee of \$12.00 will be charged for each withdrawal in excess of the transaction limitations stated above.

### Advantage Checking Account

**Rate Information:** The dividend rate and annual percentage yield may change every month. We may change the dividend rate for your account as determined by the Credit Union Board of Directors.

**Compounding and crediting:** Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period:** For this account type, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of the first dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period and for the example above is January 31.

**Minimum balance requirement:** You must maintain a minimum daily balance of \$1,000.00 in your account each day to obtain the disclosed annual percentage yield. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF).

**Daily balance computation method:** Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on non-cash deposits:** Dividends will begin to accrue on the business day you place non-cash items (for example, checks) in your account.

**Transaction limitations:** No transaction limitations apply to this account unless otherwise stated in the Common Features section. Checks that have to be manually cleared due to incorrect information applied/entered by an outside source will be charged a manual draft clearing fee.

### Freedom Checking Account

**Minimum balance requirement:** No minimum balance is required for this account. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF).

**Transaction limitations:** No transaction limitations apply to this account unless otherwise stated in the Common Features section. Checks that have to be manually cleared due to incorrect information applied/entered by an outside source will be charged a manual draft clearing fee.

### Reward Checking Account

(See special TIS Disclosure for that product)

#### Your Account

These are the accounts you have opened or inquired about. Further details about these accounts are inside this brochure. If the figures are not filled in, please see the insert that is with this disclosure or your periodic statement.

#### Regular Share Account

Last declared dividends rate: As of the last dividend declaration date, the dividend rate was \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_% on your account.

#### Cowabunga Caffie Kids Club Account

Last declared dividend rate: As of the last dividend declaration date, the dividend rate was \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_% on your account.

#### Share IRA Account

Last declared dividend rate: As of the last dividend declaration date, the dividend rate was \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_% on your account.

#### You Name It Account

Last declared dividend rate: As of the last dividend declaration date, the dividend rate was \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_% on your account.

#### Liquid Gold

##### Account Prospective dividend rate:

**Tier 1** • If your daily balance is more than \$2,499.99, but is less than \$10,000, a prospective dividend rate of \_\_\_\_\_% will be paid on the entire balance in your account with a prospective annual percentage yield of \_\_\_\_\_% on this dividend period.

**Tier 2** • If your daily balance is more than \$9,999.99, but is less than \$25,000, a prospective dividend rate of \_\_\_\_\_% will be paid on the entire balance in your account with a prospective annual percentage yield of \_\_\_\_\_% on this dividend period.

**Tier 3** • If your daily balance is more than \$24,999.99, but is less than \$50,000, a prospective dividend rate of \_\_\_\_\_% will be paid on the entire balance in your account with a prospective annual percentage yield of \_\_\_\_\_% on this dividend period.

**Tier 4** • If your daily balance is \$50,000 or more, a prospective dividend rate of \_\_\_\_\_% will be paid on the entire balance in your account with a prospective annual percentage yield of \_\_\_\_\_% on your account.

#### Advantage Checking Account

##### Last declared dividend rate:

**Tier 1** • If your daily balance is more than \$999.99 but is less than \$2,500.00, a prospective dividend rate of \_\_\_\_\_% will be paid on the entire balance in your account with a prospective annual percentage yield of \_\_\_\_\_% on this dividend period.

**Tier 2** • If your daily balance is more than \$2,499.99 but is less than \$5,000.00, a prospective dividend rate of \_\_\_\_\_% will be paid on the entire balance in your account with a prospective annual percentage yield of \_\_\_\_\_% on this dividend period.

**Tier 3** • If your daily balance is \$5,000.00 or more, a prospective dividend rate of \_\_\_\_\_% will be paid on the entire balance in your account with a prospective annual percentage yield of \_\_\_\_\_% on this dividend period.

#### \_\_\_\_\_ SHARE CERTIFICATE

**Maturity Notice** - Your \_\_\_\_\_ account will mature on \_\_\_\_\_, and it will automatically renew unless you prevent it. The new maturity date will be \_\_\_\_\_. The dividend rate and annual percentage yield that will apply to your \_\_\_\_\_ account if it is renewed have not yet been determined. That information will be available on \_\_\_\_\_. After that date, you may call the Credit Union during regular business hours at (260) 482-3334 to find out the dividend rate and annual percentage yield that will apply to your account if it is renewed.

#### Health Saving Account

##### Last declared dividend rate: \_\_\_\_\_%

**Tier 1** If your daily balance is \$500.00 or more but is less than \$2,500.00 a prospective dividend rate of \_\_\_\_\_% will be paid on the balance in your account with a prospective annual percentage yield of \_\_\_\_\_% on the dividend period.

**Tier 2** If your daily balance is \$2,500.00 or more, but is less than \$10,000.00 a prospective dividend rate of \_\_\_\_\_% will be paid on the balance in your account with a prospective annual percentage yield of \_\_\_\_\_% on the dividend period.

**Tier 3** If your daily balance is \$10,000.00 or more, a prospective dividend rate of \_\_\_\_\_% will be paid on the entire balance in your account with a prospective annual percentage yield of \_\_\_\_\_% on this dividend period.

**Time requirements:** Your account will mature on \_\_\_\_\_

**Early withdrawal penalties:** A penalty may be imposed for withdrawals before maturity:

- ▶ If your account has an original maturity of 91 days or less, the penalty we may impose is the greater of:
  - seven days dividends, on the amount withdrawn subject to penalty, if the withdrawal is made within the first six days after the deposit, or
  - all dividends earned on the amount withdrawn subject to penalty.
- ▶ If your account has an original maturity of more than 91 days but less than 24 months, the penalty we may impose will equal 90 days dividends on the amount withdrawn subject to penalty.
- ▶ If your account has an original maturity of 24 months or more, the penalty we may impose will equal 180 days dividends on the amount withdrawn subject to penalty.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. See your plan disclosure if this account is part of an IRA or other tax qualified plan.

**Withdrawal of dividends prior to maturity:** The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

**Automatically renewable account:** This account will automatically renew at maturity. You may prevent renewal if we receive written notice from you before maturity of your intention not to renew or you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any). We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, your funds will be placed in a dividend-bearing account.

Each renewal term will be the same as the original term, beginning on the maturity date. The dividend rate will be the same as we offer on new term share accounts on the maturity date. It will have the same term, minimum balance (if any) and other features as the original term share account.

There is a 10-day grace period following the maturity of this account during which you may transfer the funds into another MidWest America certificate without being charged an early withdrawal penalty. If you do not transfer the funds into another MidWest America certificate, you will not earn dividends during this 10-day grace period.

### Common Features

**Bylaw requirements:** You must complete payment of one share in your Regular Share account as a condition of admission to membership.

**Transaction limitation:** We reserve the right to at any time require not less than seven days notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D. Cash withdrawals may also be limited according to the total cash available in the branch on any given day.

**Nature of dividends:** Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period. (This disclosure further explains the dividend feature of your non-term share account(s).

**National Credit Union Share Insurance Fund:** Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund and Excess Share Insurance.

**Statutory Lien:** If you are in default on a financial obligation to us, federal law gives us the right to apply the balance of shares and dividends in your account(s) at the time of default to satisfy that obligation. Once you are in default, we may exercise this right without further notice to you.

Any share account will automatically be closed if the available balance remains at or below \$0 for three months or more.

**Dormant Policy:** An account is dormant and will be assessed a monthly fee when there have been no monetary transactions performed by the member such as deposits, withdrawals, draft clearings, loan advances or payments for one year or more. Excluded from this definition are minors' accounts (prime members under 18 years old), members who have Share Certificates, IRA's, or Visa accounts serviced by MidWest America Federal Credit Union, and members that have been required to open accounts so that they could co-sign on a loan at the Credit Union.

**Available Balance:** When a debit card purchase or ATM withdrawal, is attempted, MWAFUCU receives an instantaneous request to authorize the transaction. This request will affect the account's available balance. The available balance is used to determine whether the account holds sufficient funds for an authorization; calculated by subtracting outstanding debit cards authorizations and holds on deposited funds from the actual balance.

## Funds Availability Policy (REG CC)

This disclosure describes your ability to withdraw funds at MidWest America Federal Credit Union. It only applies to the availability of funds in transaction accounts. The credit union reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy. Please ask us if you have a question about which accounts are affected by this policy.

1. **General Policy.** Our policy is to make funds from your deposits available to you on the same business day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash, and we can use the funds to pay share drafts you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit 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 on a day we are not open, the deposit will be treated as if it were made on the next business day we are open.

2. **Reservation of Right to Hold.** In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that you make your deposit. 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. However, the first \$200.00 of your deposit will be available on the same business day we receive your deposit. If we are not going to make all of the funds from your deposit available on the same day you make your deposit, we will notify you at the time you make your deposit. If the 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 next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds would be available.

3. **Holds on Other Funds.** If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

4. **Deposits at ATM machines. Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we own or operate will be available on the second business day after the day of deposit, except that the first \$200 of deposits will be available on the day of deposit. Funds from any deposits (cash or checks) made at ATMs we do not own or operate will have the same availability as if the machine were owned by MidWest America Federal Credit Union.**

5. **Longer Delays May Apply.** We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- ▶ We believe a check you deposit will not be paid,
- ▶ You deposit checks totaling more than \$5,000 on any one day,
- ▶ You re-deposit a check that has been returned unpaid,
- ▶ You have overdrawn your account repeatedly in the last six months, or
- ▶ There is an emergency, such as failure of communications or computer 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 fifth business day after the day of your deposit.

6. **Special Rules for New Accounts.** If you are a new member, the following special rules will apply during the first thirty days your account is open. Deposits of traveler's checks, cash, wire transfers and electronic funds made to your account will be available on the day we receive the deposit. If you are depositing checks, funds may be available under certain conditions. If you need the funds from a deposit right away, you should ask us when the funds would be available.

7. **Foreign Checks.** Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institution that the check is drawn on.

8. **Remote Deposit Capture (RDC).** Check deposits utilizing RDC will generally be available after a three business day hold, except that the first \$200.00 will be available on the day of deposit.

## Privacy Notice

MidWest America Federal Credit Union is owned by its members and run by a board of directors you elect. You can be confident that your financial privacy is a top priority of this credit union. We are required by the Gramm-Leach Bliley Act to give you this privacy notice to explain how we collect, use and safeguard your personal financial information. The notice we provide (form 10050) is in the format prescribed by the Gramm-Leach Bliley Act for distribution for our members. If you have any questions, please contact a member service representative at (260) 482-3334 or (800) 348-4738.

# Terms & Conditions of Electronic Fund Transfers

## Provided by MidWest America Federal Credit Union

This notice, which is required by federal law, describes important terms and conditions under which MidWest America Federal Credit Union provides certain preauthorized transfer services to you. This disclosure pertains to Federal Reserve Bank and Automated Clearinghouse (ACH) transactions only. (See specific disclosures for other services offered.) Our Electronics Funds Transfer (EFT) service allows you to designate the type of transaction, such as social security, payroll deposits, insurance premiums, or mortgage payments. This service is provided to you at no charge. When utilizing our ACH/EFT for bill paying services, funds must be available for withdrawal prior to 8:00 a.m. on Mondays and Fridays and 9:00 a.m. Tuesdays through Thursdays, depending upon the day your scheduled ACH withdrawal is to occur. There are NO limitations on the dollar amounts of EFTs. Share (savings) accounts are allowed 6 transfers per month. Share draft (checking) accounts have no frequency limitations.

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

- (1) where it is necessary for completing such transfers;
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- (3) in order to comply with government agency or court orders;
- (4) if you give us your written permission.

### RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS

- ▶ If you have arranged to have transfers made to or from your account at least once every sixty days from the same person or company, you can call (260) 482-3334 to find out whether or not the transfer has been made.
- ▶ Periodic statements. You will receive a monthly account statement.

### STOP PAYMENTS ON PRE-AUTHORIZED TRANSFERS

If you have made arrangements to make regular payments from your account, you can stop any of these payments. Here's how: Call us at (260) 482-3334, or write us at **1104 Medical Park Drive; Fort Wayne, IN 46825**, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen days after you call. We will charge you the fee indicated in this disclosure for each stop payment order you give. If these regular payments vary in amount, the company you are going to pay will notify you, ten days before each payment, when it will be made and how much it will be. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. Pre-authorized transfers that are returned to the Federal Reserve Bank due to insufficient funds in your account, will be assessed a fee for each item returned, according to the separate fee schedule in this disclosure.

### CHOICE OF LAW

We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing House ("ACH") Operators and which are not subject to the Electronic Fund Transfer Act. Your rights and obligations, with respect to such payments, shall be construed in accordance with and governed by the laws of the State of New York. This is provided for by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

### NOTICE OF RECEIPT OF ACH ENTRIES

Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, MidWest America is not required to give next day notice to you of receipts of an ACH entry, and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

### PROVISIONAL PAYMENT

Credit given to MidWest America on your behalf, with respect to an automated clearing house credit entry, is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in correction with such entry. The party making the payment to you via such entry [i.e., the originator of the entry] shall not be deemed to have paid you the amount of such entry.

### MIDWEST AMERICA FEDERAL CREDIT UNION'S LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for losses or damages. 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 go over the credit limit on your overdraft line.
- ▶ If circumstances beyond our control (such as fire, flood, or mechanical failures) prevent the transfer, despite reasonable precautions that we have taken. There may be other exceptions stated in our agreement with you.

**In case of errors or questions about your electronic transfers**, telephone us at **800-348-4738** or write us at **1104 Medical Park Drive; Fort Wayne, IN 46825** as soon as you can, if you think your statement or receipt is wrong, or if you need more information about the transfer listed on the statement or receipt. We must hear from you no later than sixty days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error

If you tell us orally, we may require that you send us your complaint or question in writing within ten business days.

We will tell you the results of our investigation within ten business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five days to investigate your complaint or question. If we decided to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten business days we may not credit your account. If we decide that there was no error we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.