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FACTS

WHAT DOES FIRST STATE BANK RANDOLPH, NE. 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 Income
- Account balances and Payment history
- Credit history and Credit scores

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 businesses. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons First State Bank chooses to share; and whether you can limit this sharing.

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

Questions?

Call 402-337-0323 or go to www.fsbrandolph.com

Who we are

Who is providing this notice? First State Bank Randolph, NE.

What we do

How does First State Bank 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.

Employees are educated on the importance of maintaining confidentiality.

How does First State Bank collect my personal information?

We collect your personal information, for example, when you

- Open an account or deposit money
- Pay your bills or apply for a loan

- Pay your bills or apply for a loan
- Use your debit card

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

Why can't I limit all sharing? Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes – information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *First State Bank has no affiliates.*

Nonaffiliates Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *First State Bank does not share with non-affiliates so they can market to you.*

Joint marketing A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *First State Bank does not jointly market.*

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Privacy on Our Web Site

We appreciate that both our customers and visitors to our Web site have special concerns about the privacy of their nonpublic personal information on the Internet. The privacy policy described above applies fully to all communications and transactions between you and us on the Internet. We also want you to know that we have taken steps to provide for the safety and security of your information while communicating with us on the Internet. We may, like any web site owner, collect and store information about the customers and visitors to our web site. We use this information to enable us to tell the areas of the site that are the most interest to our users, which areas of the site promotion are most effective, and when peak usage occurs.

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E-Mail Privacy

First State Bank's web site does not require you to disclose any personal information. If, however, you elect to send this to us via e-mail, please be aware that your e-mail address, and any other information your e-mail header shows from you, such as your name or business, will be visible to us in the e-mail. When you communicate with us by e-mail, we will only use your e-mail information for the specific purpose of responding to your comments or questions. Your e-mail address will not be sold, nor will it be shared with others outside the bank unless we are required to by law.

The Bank reserves the right to change this policy at any time by issuing a new privacy policy.

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Terms of Use

These terms govern the use of this Website. Please read them carefully before accessing the site. If you do not agree with these terms DO NOT ACCESS the Website. By accessing the Website or any of its pages you agree to be bound by these terms of use.

This website has been established by the Bank for the sole purpose of conveying information about the Bank's products and services and to allow communication between the Bank and its customers. Information that appears on this website should be considered an advertisement. Nothing contained in any page on this site takes the place of the bank's agreements and disclosures that govern its products and services. If any information on the site conflicts with that in the bank's agreements and disclosures, the agreements and disclosures will control.

From time to time the Bank may place links to other websites on this site. The Bank has no

control over any other website and is not responsible for the content on any site other than this one. Users assume all responsibility when they go to other sites via the links on this web site.

The information and materials contained in this website are owned by the Bank or by others, as applicable. No material may be copied, displayed, transmitted, distributed, framed, sold, stored for use, downloaded, or otherwise reproduced except as permitted by law.

The Bank makes no warranties of any kind regarding the products and services advertised on this site. The Bank will use reasonable efforts to ensure that all information displayed is accurate, however, the Bank expressly disclaims any representation and warranty, express and implied, including, without limitation, warranties of merchantability, fitness for a particular purpose, suitability, and the ability to use the site without contracting a computer virus. The Bank is not responsible for any loss, damage, expense, or penalty (either in tort, contract, or otherwise), including direct, indirect, consequential and incidental damages, that result from the access of or use of this site. This limitation includes, but is not limited to the omission of information, the failure of equipment, the delay or inability to receive or transmit information, the delay or inability to print information, the transmission of any computer virus, or the transmission of any other malicious or disabling code or procedure. This limitation applies even if the Bank has been informed of the possibility of such loss or damage.

This agreement may be changed from time to time by posting the new Terms of Use on the website. All users agree to be subject to this agreement as it changes from time to time. This agreement and the use of this website are governed by the laws of the state of Nebraska.

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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 institution to obtain, verify, and record information that identifies each person who opens an account. What this means to 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 may also ask to see your driver's license or other identifying documents.

These pages contain rules which govern your accounts with us. Please read the following and if you have any questions, please feel free to contact us. Throughout these disclosures, the term "we", "us" or "Bank" means our financial institution and the term "you", "your" means you, the "customer". If the terms of these disclosures conflicts with the terms of any agreement or signature card you have with us, the terms of these disclosures will control.

Applicable Law:

Your accounts and the provisions herein are governed by the applicable laws and regulations of the United States, and the state where the Bank is located, including but not limited to, the Uniform Commercial Code; and laws regulating transfers at death, and estate and other taxes. All deposits to and withdrawals from any account are subject to such laws as well as the terms and provisions herein and any agreement executed in conjunction herewith.

Deposits:

Any Customer may make deposits in an account at any time Bank is open for business. Deposits other than cash shall be given credit according to Bank's existing policies pertaining to funds availability. Bank is authorized to send checks or other items for collection to other banks, or through any channel or agent at its discretion, and such non cash items and their proceeds may be forwarded to and handled by any Federal Reserve Bank in accordance with applicable Federal Reserve rules. The Bank will not be liable for loss in transit or for negligence or default of other banks, or agents or sub-agents.

Withdrawals.

Withdrawals may be by written order, check, or on other forms furnished by Bank. Bank may also, at its discretion, allow withdrawals from this account by use of automated teller machines. Bank reserves the right at any time to require at least 7 days' written notice before each withdrawal or transfer from a Savings Account or Money Market Deposit Account.

Fees:

Your accounts may be subject to fees assessed by Bank from time to time. Except as prohibited by law, Bank may charge Customer any and all costs of collection, including but not limited to, reasonable attorneys' fees paid or incurred by Bank on account of such collection, whether or not suit is filed with respect thereto and as a result of any bankruptcy case being filed by or against Customer. Such charges may be charged directly to Customer's account.

Stop Payment:

If Customer requests Bank to stop payment on any item, Bank must be furnished with the item's exact amount, date, number, name of payee plus any other information Bank may request. Failure to provide Bank with the same shall relieve Bank of any liability in the transaction. Customer agrees to reimburse Bank for any expenses or losses that might occur therein. Requests must be made within regular business hours, and these requests are subject to the terms on the forms used for such purposes.

Set-Off:

Bank may charge to or offset any of Customer's Accounts, or any Multiple Party Account to which Customer is a party ("Multiple Party Account") against any Obligation then owed to Bank by Customer, or any Obligation then owed to Bank by any other party to a Multiple Party Account. (The terms "Account" and "Multiple Party Account" include any liability or indebtedness of Bank to its customer, including but not limited to time, savings, checking, money market or "NOW" deposit accounts; certificates of deposit and any money owing to its customer or in Bank's possession for collection or exchange; and any repurchase agreement or other non deposit obligations. The term "Obligation" includes each and every debt, liability and obligation of every type and description which a customer may at any time owe to Bank, whether such debt, liability or obligation now exists or is hereafter incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated, joint, several, or joint and several).

Resolutions:

Corporations, partnerships, proprietorship's, associations, and other organizations must provide Bank (at Bank's request) with proper and up-to-date deposit and withdrawal authorizations/ resolutions.

Bank's Liability:

Bank liability to Customer is limited to any action or failure to act in which Bank does not perform in good faith and exercise reasonable care.

Statements:

Statements will be periodically prepared by Bank and mailed to Customer, or Customer may call and claim the same within a reasonable time. Lost statements become Customer's responsibility. Also, unless otherwise noted herein, Customer must contact Bank within 30 days of receipt of such statements should Customer find any errors, discrepancies, or forgeries therein, or the stated balance will be considered correct.

Changes:

Bank may change the terms applicable to your account from time to time. All changes and any notifications required in conjunction therewith shall comply with applicable law.

Termination:

Bank may close any account at anytime, at its discretion, by giving Customer written notice made pursuant to applicable law and the terms and conditions applicable to the account, and mailing the balance to Customer. If an account is a joint account, notice by Bank to any one Customer shall be considered to be notice to all Customers.

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Online Banking Agreement and Disclosures

**PLEASE READ THIS AGREEMENT CAREFULLY
AND KEEP A COPY FOR YOUR RECORDS.**

Online Banking services ("Service") to be provided by First State Bank, Randolph, NE. ("Bank"). In this agreement, "Customer" refers to the person(s) subscribing to or using the Service. The customer agrees as follows: You may use a Personal Computer ("PC") through an Internet connection to obtain account balances and transaction information. You may also use your PC to transfer money between your accounts. However, transfers from your savings and Money Market accounts are considered pre-authorized transfers, and pre-authorized transfers are limited to six per monthly statement cycle by federal regulations. All transfers initiated through Online Banking will be documented on your monthly statement. If you close your all of your accounts held at First State Bank, you will no longer be able to use the Online Banking service.

Links:

First State Bank is not responsible for and has no control over the subject matter, content, information or graphics of the web sites that have links from the First State Bank Website. We do not endorse or have any responsibility for the ideas, opinions, information, products, or services offered on such sites. These links are offered solely as subjects that may be of interest to users of our Website. Please contact us with any concerns or comments you may have regarding these links. You can reach by e-mail, at info.fsbrandolph.com, by calling us at 402-337-0323 or by writing to us at:

First State Bank
PO Box 725
Randolph, NE 68771-0725

Hardware and Software Requirements:

To utilize the Online Banking Service you must a personal computer ("PC") with a modem and related equipment. You must also have the type of telephone service and Internet access service required by your PC and software. Once these requirements have been established you will be able to access the Online Banking service through the Internet banking service provider that will act as an

banking service through the internet banking service provider that will act as an interface between you and the Bank. You are solely responsible for the equipment (including your personal computer and software) you use to access the Service. You are and will remain solely responsible for cost, operation and upkeep of the hardware and software related to your PC. You are solely responsible for scanning the hardware and software of your PC for computer viruses and other related problems before you use them. The bank will not be responsible for errors or delays or your inability to access the service caused by your equipment. The bank will not be responsible for the cost of upgrading your equipment to stay current with the services, nor will the bank be responsible, under any circumstances, for any damage to your equipment or the data resident thereon.

Passwords:

All Online Banking transactions or inquires must be initiated by use of your password. You will be assigned a password at the time you apply for this service. The first time you sign on to the Online Banking service you will be required to select a new password. The bank cannot detect this password. No bank employee will ask for your password, nor should you provide it to anyone unless you intend to allow that person access to your accounts. Each individual who has access to Online Banking, including each individual named on joint account, must designate a password. The system limits customers to three logon attempts, and utilizes auto-logout for session inactivity. You agree to keep your password confidential. Your use of your password, or that by any other person you provide with that password will be considered the same as your written signature, whereby authorizing the bank to complete any transaction or request initiated through the bank's Online Banking Service. Sharing of your password is strongly discouraged by the Bank, and is done at your sole risk and responsibility. If you believe that your password has become known by an unauthorized person, or someone has transferred money without your permission, call First State Bank immediately, at **402-337-0323**.

Security:

By accessing the Online Banking service, you hereby acknowledge that you will be entering the secure environment of the Bank's Online Banking Product, which may be used only for authorized purposes. The Bank may monitor and audit usage of the service, and all persons are hereby notified that use of the service constitutes consent to such monitoring and auditing. Unauthorized attempts to up-load information and or change information on this web site are strictly prohibited. Always exit the Online Banking service after you have finished your banking business. Never leave your computer unattended while logged on to the online services.

First State Bank Online Banking product is layered with the necessary firewalls to ensure the confidentiality of bank data. Multiple layers of advanced security tools including cryptography, firewalls, and trusted operating systems are used to prevent tampering and secure the privacy of account information.

Encryption is the actual turning of words and numbers into a coded language that can only be read by the customer and the bank.

Firewalls protect servers against unauthorized access from the Internet. Use of a firewall allows only valid traffic to reach the server.

The "Mail" service option available on the Online Banking product is secured mail that is not transferred via the Internet. This secured mail is a direct line e-mail connection, thus providing the most confidential link between the bank and it's customers.

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Electronic Fund Transfers

The following disclosure is provided pursuant to the Electronic Fund Transfer Act and Regulation E.

Consumer Liability:

TELL US AT ONCE if you believe your card or 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 you tell us within 2 business days after you learn of the loss or theft of your card or code, you can lose no more than \$50 if someone used your card or code without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card or code, and we can prove we could have stopped someone from using your card or code without your permission.

If you do not tell us within 2 business days after you learn of the loss or theft of your card or code, and we can prove we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement show transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed or made available to you, you may not get back any money you lost after the 60 days if we can prove that we could

have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

If the card is a Visa Debit card, your liability for unauthorized use of your card will be as follows:

Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen card. This additional liability does not apply to ATM transactions, to transactions using your Personal Identification Number which are not processed by Visa, or to commercial cards.

If you believe your card or code has been lost or stolen or that someone has or may transfer money from your account without your permission, call or write us at the phone number and address listed below.

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

Our banking hours are Monday through Friday 9:00 A.M. to 4:00 P.M. and Saturday 8:30 A.M. to 11:00 A.M. Business days, for purposes of these disclosures, are Monday through Friday. Holidays are not included.

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Telephone Number & Address to be notified in event of unauthorized transfer

If you believe your card or code has been lost or stolen or that someone has or may transfer money from your account without your permission, call us at: 877-203-0063 or 402-337-0323, email us at info@fsbrandolph.com or write to us at:

FIRST STATE BANK
P.O. BOX 725
RANDOLPH, NE 68771-0725

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Bank Hours

- ➔ **Monday through Friday:** 9:00am to 4:00pm
- ➔ **Saturday:** 8:30am to 11:00am

Business Days of Institution

For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

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Disclosure of Account Information to Third Parties

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

- ➔ Where it is necessary for completing transfers, or
- ➔ In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- ➔ In order to comply with government agency or court orders, or
- ➔ If you give us your written permission.

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Types of Available Transfers and Limitations

TYPES OF AVAILABLE TRANSFERS AND LIMITATIONS.

Types of Transfers:

You may access funds in your account by using your card or code to:

- Make deposits to your checking and savings accounts.
- Withdraw cash from your checking or savings accounts.
- Transfer funds between your checking and savings accounts.
- Make inquiries for the balance in your checking or savings accounts.
- Pay for purchases at places that have agreed to accept the card or code.
- Pay bills directly from your checking account by telephone in the amounts and on the days you request.
- To initiate a transaction online via a computer.
- To review and download account history.
- To make a payment to a loan held at our bank.

Some of these services may not be available at all terminals.

You may have funds deposited directly to your accounts from the same person or company on a regular basis. You may have bills paid from your account in the amounts and on the

...the merchant's return policy, and some payments, you must make the purchase within the number of days you have authorized.

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

Limitations:

On the dollar amounts of transfers:

There is no limit to the number of times you may use your card, however, you may only withdraw up to a total of \$300.00 of available funds from all terminals each calendar day. Purchases made by use of your debit card (POS) are limited to \$2,000.00 each banking day.

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

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Right to Receive Documentation

Online transfers. All transfers initiated through the Online Banking service will be documented on your monthly statement.

Terminal transfers. You can get a receipt at the time you make any transfer to or from your account using an ATM or Point of Sale terminal.

Preauthorized credits. If you have arranged to have direct deposits to your account at least once every 60 days from the same person or company, the person or company making the deposit will tell you when they make the transfer, or you can call us to find out whether or not the deposit has been made.

Periodic Statements. You will receive a monthly account statement, unless there are no transfers in a particular month. In any case you will receive your statement at least quarterly. When you bring your savings account passbook to us, we will record any electronic deposits that were made to your account since the last time you brought in your passbook.

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Preauthorized Payments

- ➔ You have the right to stop payment. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Call us or write us, in time for us to receive your request 3 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 14 days after you call. We will charge your account \$20.00 for each stop-payment order you give.
- ➔ Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and the amount it will be. You may choose instead to get this notice only when the payment will differ by more than a certain amount, or when the amount falls outside certain limits you set.
- ➔ Liability for failure to stop payment of a Preauthorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

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Financial Institutions Liability

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are exceptions. 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 limit of your overdraft line.
- ➔ If the ATM machine where you are making the transfer does not have enough cash.
- ➔ If the terminal was not working properly and you knew about the breakdown when you started the transfer.
- ➔ If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- ➔ There may be exceptions stated in our agreement with you.

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In Case of Errors or Questions About Your Electronic Transfers

Call or write us as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- ➔ Tell us your name and account number.
- ➔ 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.
- ➔ 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 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days, (90 days if the suspected error involves a POS transaction, foreign initiated transaction or new account) to investigate your complaint or question. If we decide to do this, we will credit you account within 10 business days, (20 days if the suspected error involves a new account) 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 in writing and we do not receive it within 10 business days, we may not credit your account. We will tell you the results within 3 business days after completing our investigation. If we decide 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.

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Ability to Withdraw Funds

The following disclosure is provided pursuant to the Expedited Funds Availability Act and Regulation CC.

Our policy is to make funds from your deposits available to you on the first business day after the 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 will use the funds to pay checks that 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 before 2:00 P.M. 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 2:00 P.M. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Deposits at Automated Teller Machines:

Funds from any deposits (cash or checks) made at automated teller machines (ATM's) we do not own or operate will not be available until the fifth business day after the day of your deposit. All ATM's that we own or operate are identified as our machines. First State Bank ATM's do not accept deposits.

Longer delays may apply:

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until second business day after the day of your deposit. However, the first \$200 of your deposits will be available on the first business day. If we are not going to make all of the funds from your deposit available on the first business day, 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 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.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

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

Special rules for new accounts:

If you are a new customer, the following special rules will apply during the first thirty days your account is open. Funds from electronic direct deposit to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and first \$5,000 of a days total deposits of cashiers, certified, teller's checks, traveler's checks, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth business day after the day of you deposit. If your deposit of these checks (other than a U.S. Treasury checks) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be

available on the ninth business day after the day of your deposit.

IMPORTANT INFORMATION ABOUT YOUR CHECKING 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 \$2500.00 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 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 at 402-337-0323 or stop by our office located at 102 E Broadway - Randolph, NE. 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 is 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: (identifying information, for example the check number, the name of the person to whom you wrote the check, the amount of the check).**

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Truth in Savings

The following is provided pursuant to the Truth in Savings Act and Regulation DD

The interest rate and annual percentage yield are provided on the [CURRENT RATES](#) page of our Website.

Please refer to the [FEE SCHEDULE](#) page of our Website for fees that apply to your accounts held with us.

CERTIFICATES OF DEPOSIT

Minimum balance requirement is \$500.00 for each of the following terms:

- ➔ 91 days
- ➔ 18 months
- ➔ 48 months
- ➔ 182 days

- ➔ 24 months
- ➔ 12 months
- ➔ 36 months

The bank may offer CD specials from time to time. Minimum balance requirements will be \$500.00 unless otherwise stated at the time of offering.

The minimum deposit to open an account is listed above. You must maintain the required minimum balance in your account every day to obtain the Annual Percentage Yield (APY). The APY assumes interest remains on deposit until maturity and a withdrawal of interest will reduce earnings.

The interest rate for your account is fixed and will be paid until the maturity date of your certificate. Interest begins to accrue on the business day you deposit non cash items (for example, checks). We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

You may have the interest credited to you in the following forms:

- ➔ By Check
- ➔ To DDA account
- ➔ Compounded (Added to the principal of this account)

You may have the interest credited to you at the following frequencies:

- ➔ For 91 day and 182 day terms: At maturity
- ➔ For terms 12 months and over: Quarterly-semi annually-annually, or at maturity

This account will automatically renew at maturity, unless otherwise stated at the time of purchase. You will have ten (10) calendar days from the maturity date to withdraw your funds without being charged a penalty.

After the account is opened, you may not make deposits into or withdrawals from the account until the maturity date. If any of the deposit is withdrawn before the maturity date a penalty shown below will be imposed.

Early Withdrawal Penalty

- ➔ Term is 12 months or under: 30 days interest
- ➔ Term is over 12 months: 90 days interest

TIERED RATE NOW ACCOUNTS:

Your interest rate and annual percentage yield may change at any time at our discretion. Interest begins to accrue on the business day you deposit non cash items (for example checks). Interest will be compounded daily and credited to your account on a monthly basis. If you close your account before interest is paid you will not receive the accrued interest. We use the average daily balance method to calculate the interest on your account. The average daily balance is calculated by adding the principal in the account each day and dividing the figure by the number of days in the period. You must deposit a minimum of \$1000.00 to open this account.

TIERED RATE MONEY MARKET FUND ACCOUNTS:

Your interest rate and annual percentage yield may change at any time at our discretion. Interest begins to accrue on the business day you deposit non cash items (for example checks). Interest will be compounded daily and credited to your account on a monthly basis. If you close your account before interest is paid you will not receive the accrued interest. We use the average daily balance method to calculate the interest on your account. 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. You may make six (6) transfers from your account per statement cycle, but only three (3) may be payments by check to third parties. You must deposit a minimum of \$5000.00 to open this account.

PASSBOOK SAVINGS ACCOUNTS:

We reserve the right to require seven days notice of withdrawal. We do not allow withdrawals payable to third parties from a passbook savings account. The interest rate and annual percentage yield on your account may change at any time at our discretion. Interest begins to accrue on the business day you deposit non cash items (for example checks). Interest will be compounded daily and credited to your account on a quarterly basis. If you close your account before interest is credited, you will not receive the accrued interest. We use the average daily balance method to calculate the interest on your account. 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 average daily balance to obtain annual percentage yield is \$5.00.

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