



# WASHINGTON TRUST®

## ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

OCTOBER 2016

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**Electronic Fund Transfers Initiated By Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- ◆ **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking, savings, NOW or money market accounts.
- ◆ **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking, NOW, savings, or money market account(s).
- ◆ **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 pay bills.
- ◆ **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to savings accounts.

**XPRESS Banking Telephone Transfers - types of transfers** - You may access your account using your personal identification number and a touch tone telephone by calling 1-800-226-5877, to:

- ◆ make transfers between your checking, NOW, savings or money market accounts.
- ◆ make payments from your checking, NOW, savings or money market accounts to Washington Trust loan accounts.
- ◆ obtain information about your deposit accounts and loan accounts

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to telephone transfers.

**ATM Transfers - types of transfers, dollar limitations, and charges** - You may access your account(s) by ATM using your ATM card and personal identification number or Debit MasterCard and personal identification number which you have requested, to:

- ◆ make deposits to checking, savings and money market account(s)
- ◆ make withdrawals from checking, savings, and money market account(s)
  - you may withdraw no more than \$400.00 per card per day, up to the available balance in your account using your ATM card
  - you may withdraw no more than \$500.00 per card per day, up to the available balance in your account using your Debit MasterCard
  - there is a charge of \$2.00 per withdrawal you make at any ATM which we do not own
- ◆ get information about checking, savings, and money market account(s)
  - there is a charge of \$2.00 per balance inquiry you make at any ATM which we do not own
- ◆ transfer funds between your checking, savings and money market accounts
- ◆ we will charge you a replacement fee of \$8.00 for a lost or stolen ATM card

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

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to ATM transfers.

**Types of Debit MasterCard Transactions** - You may access your checking accounts to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

**Debit Card Transactions - dollar limitations and charges** - Using your Debit MasterCard:

- ◆ you may not exceed \$2,000.00 in transactions per day, per card, up to the available balance in your account
- ◆ we will charge you a replacement fee of \$20.00 for a lost or stolen debit card

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to debit card transactions.

**Online Banking Computer Transfers - types of transfers** - You may access your account(s) by computer 24 hours a day at [www.washtrust.com](http://www.washtrust.com) using your computer internet access, user ID, and a password, to:

- ◆ make transfers between your checking, NOW, savings or money market accounts.
- ◆ make payments from your checking, NOW, savings or money market accounts to Washington Trust loan accounts.
- ◆ make payments from checking or NOW to third parties
- ◆ obtain information about your deposit accounts and loan accounts

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to computer transfers.

**Limitations on frequency of transfers.** In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- ◆ Transfers from a savings account to another account or to third parties by preauthorized, automatic, telephone or computer transfer are limited to six per calendar month with no transfers by check, debit card or similar order to third parties.
- ◆ Transfers from a money market account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by check, debit card, or similar order to third parties are limited to six per calendar month.

### FEES

- ◆ We do not charge for direct deposits to any type of account.
  - ◆ Please refer to our separate fee schedule for additional information about fees.
- Except as indicated elsewhere, we do not charge for these electronic fund transfers.

**ATM Operator/Network 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).

### DOCUMENTATION

- ◆ **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- ◆ **Preauthorized credits.** 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 (401) 348-1200 or (800) 475-2265 to find out whether or not the deposit has been made.
- ◆ **Periodic statements.** You will get a monthly account statement from us, except in the following circumstances:
  - ◆ You will get a monthly statement for your savings accounts unless there are no transfers in a particular month. In any case you will get the statement at least quarterly.

### PREAUTHORIZED PAYMENTS

- ◆ **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this brochure 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.

Please refer to our separate fee schedule for the amount we will charge you 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 how much it will be. (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.)

- ◆ **Liability for failure to stop payment of 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.

#### FINANCIAL INSTITUTION'S LIABILITY

**Liability for failure to make transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) If your account is frozen because of a court order or other legal process or procedure.
- (7) There may be other exceptions stated in our agreement with you.

#### CONFIDENTIALITY

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

- (1) where it is necessary for completing transfers; 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) as explained in the separate Privacy Disclosure; or
- (5) if you give us written permission.

#### UNAUTHORIZED TRANSFERS

**Consumer liability.** You are the only individual authorized to use your card and/or personal identification number and should not reveal your personal identification number to anyone else. Tell us AT ONCE if you believe your card and/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 and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission. Also, if you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows 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 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.

◆ **MasterCard Debit Card. Additional Limits on Liability.** You will not be liable for any unauthorized transactions using your MasterCard debit card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. "Promptly" identified above is considered to be two business days. MasterCard is a registered trademark of MasterCard International Incorporated.

**Remember to report your card lost or stolen or any unauthorized transactions immediately.** This will help prevent unauthorized access to your account and minimize any inconvenience.

**Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this brochure. You should also call the number or write to the address listed in this brochure if you believe a transfer has been made using the information from your check without your permission.

#### ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this brochure, 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.

- (1) Tell us your name and account number (if any).
- (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 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) 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 transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved 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 or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three 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.

THE WASHINGTON TRUST COMPANY  
EFT DEPARTMENT  
23 BROAD STREET, WESTERLY, RHODE ISLAND 02891  
Business Days: Monday through Friday  
Excluding Federal Holidays  
Phone: (401) 348-1200 or 1-800-475-2265  
MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

---

TO REPORT AN ATM CARD OR  
DEBIT MASTERCARD LOST OR STOLEN  
During Normal Business Hours:  
1 (800) 475-2265 or 1 (401) 348-1200  
After Normal Business Hours:  
1 (800) 528-2273

---