



Open 7 DaysSM
your convenience bank.SM

TCF[®] National Bank

Notice of Change in Terms to Your Account Contract

This document concerns changes to your checking or savings account with TCF National Bank (TCF). Please read it carefully and keep a copy for your records. The primary changes are:

1. We are clarifying that you are not responsible for paying attorney fees in certain instances.
2. We are making certain changes to the arbitration agreement between you and TCF.
3. We are discontinuing the Visa Money Transfer System service.
4. We are amending the provision that allows TCF to adjust debit card authorizations placed against your account to better reflect TCF's estimate of the likely transaction amount. For example, some merchants, such as gas stations, may request authorizations for \$1 and then submit the transaction to TCF for payment in a much larger amount. In these and other similar cases, TCF may increase the authorization placed against your account to equal TCF's estimate of the actual transaction amount.

The effective dates for these changes are shown below. This is just a summary of the changes to your account contract. See the actual amendments below, which govern.

CHANGES TO ARBITRATION AGREEMENT

Effective April 10, 2012 TCF's *Terms and Conditions for Checking and Savings Accounts*, which is part of your account contract with TCF, is amended as follows:

1. Amend the section called "Indemnification" by adding the following:

Despite this section, you will never be required to pay any attorney fees that TCF incurs in connection with an arbitration under the section called "Arbitration of Disputes."

2. Amend the section called "Arbitration of Disputes" as follows:

a. Amend the section called "Arbitration of Disputes; Binding Arbitration" by adding the following:

The Arbitrator may award injunctive, equitable and declaratory relief if permitted by applicable substantive law. However, the Arbitrator may do so: (1) only in favor of the individual party seeking relief, and (2) only to the extent necessary to provide relief warranted by that party's individual Claim.

b. Amend the section called "Arbitration of Disputes; Right to Appeal Arbitrator's Award" to read as follows:

The arbitrator's award will be final and binding on all parties, except for any right of appeal provided by the Federal Arbitration Act. However, if the amount in controversy exceeds \$50,000, you or TCF can, within 14 days after the entry of the arbitrator's award, appeal the award to a three-arbitrator panel administered by the Administrator. The panel will consider anew any aspect of the initial award requested by the appealing party. The appeal will be governed by the rules of the arbitration organization. If the arbitration organization has no rules that govern appeals, the appeal will be governed by the JAMS Optional Appeal Procedure. The decision of the arbitration panel will be by majority vote. Reference in this Arbitration Agreement to "the arbitrator" will mean the panel if you or TCF appeals the arbitrator's decision. The costs of the appeal will be paid by the parties according to the section below called "Arbitration Costs." Any final decision of the appeal panel is subject to court review only as provided under the Federal Arbitration Act.

c. Amend the section called "Arbitration of Disputes; Arbitration Election Process" by adding the following to numbered paragraph 1 to that section:

(However, we will not exercise any right of setoff to any arbitration award made to us unless and until the arbitration award is confirmed by a court having jurisdiction and becomes a final judgement and until any timely appeal of judgement is completed.)

d. Amend the section called "Arbitration of Disputes; Arbitration Rules" by deleting the 4th paragraph thereof (which begins "If you or TCF appeals an award...")

e. Amend the section called "Arbitration of Disputes; Location of Arbitration" to read as follows:

Any arbitration hearing that you attend will take place at a location that is reasonably convenient to where you reside.

f. Amend the section called "Arbitration of Disputes; Arbitration Costs" by deleting the 3rd paragraph thereof (which begins "If either you or we appeal...").

g. Amend the section called "Arbitration of Disputes; Laws and Findings" by amending the 2nd paragraph to read as follows:

The Arbitrator must apply the substantive law that applies to the Claim, consistent with the Federal Arbitration Act. The Arbitrator must apply the same statutes of limitations and privileges that a court would apply if the matter were before a court. A "statute of limitations" is the time period the law allows for initiating a lawsuit or other court action.

- h. Amend the section called "Arbitration of Disputes; Laws and Findings" by amending the 3rd paragraph to read as follows:

The Arbitrator is also authorized and given the power to award all remedies permitted by the substantive law that would apply if any individual action were brought in court. This authorization and power is limited by any constitutional limits that would apply in court. At your request or our request, the Arbitrator will provide written and reasoned finding of fact and conclusion of law. "Findings of fact" are a determination of what happened. "Conclusions of law" are the legal consequences from the facts.

- i. Amend the section called "Arbitration of Disputes; Post Arbitration Actions" to read as follows:

You or we may apply to a court or enter a judgement based on the decision of the Arbitrator. A right of appeal exists to the extent permitted in the Federal Arbitration Act.

- j. Amend the section called "Arbitration of Disputes; Class Action and Consolidation Waiver" by adding a new numbered paragraph 4 to read as follows:

4. Obtain any relief that applies to any person or entity other than you or us individually.

- k. Amend the section called "Arbitration of Disputes; Severability" to read as follows:

If any part of this Arbitration Agreement (other than the Class Action and Consolidation Waiver) cannot be enforced, the rest of the Arbitration Agreement will continue to apply. If: (1) the Class Action and Consolidation Waiver is determined to be invalid or unenforceable in a proceeding; (2) you and we are both involved in the proceeding; and (3) the determination is upheld on appeal (if we appeal), then this entire Arbitration Agreement (except for this sentence) will be null and void with respect to that proceeding only.

CHANGES TO VISA MONEY TRANSFER SERVICE

Effective April 10, 2012, TCF's *Terms and Conditions for Checking and Savings Accounts*, which is part of your account contract with TCF, is amended as follows:

- 1. Amend the section called "General Definitions" by deleting the following from the definition of "Point-of-Sale" or "POS":**

The term also means a transfer of funds from your Account to another VISA cardholder's account using the VISA Money Transfer system. A "merchant" for these purposes is any VISA-approved originator of transfers under the VISA Money Transfer system.

- 2. Amend the section called "Types of Electronic Fund Transfers" by deleting the following paragraph:**

- Transfer funds to or receive funds from another VISA cardholder's account through a VISA-approved originator using the VISA Money Transfer system. For purposes of your Account Contract with TCF these transfers are considered POS transactions. This service only applies if a TCF Check Card has been issued for your Account.

- 3. Amend the section called "EFT Transaction Limits - EFT Transaction Limits for Accounts Other Than Premier Accounts" and "EFT Transaction Limits -EFT Transactions for TCF Premier Checking Accounts" by deleting the following:**

- If a TCF Check Card has been issued for your account, you may receive deposits to your Account through the VISA Money Transfer system up to the following limits:

1-day limit: 1 credit per Card up to \$2,500;

7-day limit: Up to 3 credits per Card within 7 days up to \$7,500; and

30-day limit: Up to 5 credits per Card within 30 days up to \$12,500.

Transfers from your Account using the VISA Money Transfer system are subject to the same limits as TCF Check Card POS transactions that do not require you to use your Secret Code.

- 4. Amend the last paragraph in the section called "Processing of POS Transactions" by deleting "or a Visa Money Transfer."**

CHANGES TO TCF'S AUTHORIZATION PRACTICES

Effective April 10, 2012 TCF's *Terms and Conditions for Checking and Savings Accounts*, which is part of your account contract with TCF, is amended as follows:

- 1. The section under "General Terms Applying to All Checking and Savings Accounts" called "General Definitions, Available Balance or Available Funds - How ATM and POS Authorizations Affect Your Available Balance" is amended to read as follows (this section is referred to in some versions as "How POS and ATM Authorizations Affect Your Available Funds"):**

How ATM and POS Authorizations Affect Your Available Balance

You are asking TCF to approve, or "authorize," an ATM or POS transaction when you: (1) give your TCF Check Card to a merchant to pay for a transaction; (2) swipe your TCF Check Card through a POS transaction terminal; (3) insert or swipe your TCF Check Card or TCF ATM Card in an ATM terminal to make a withdrawal; or (4) use your TCF Check Card or TCF ATM Card in some other permitted way. The same is true when you use your TCF Premier Plus Charge Card for ATM transactions or for POS transactions that require you to use your Secret Code.

When TCF authorizes an ATM or POS transaction, we are generally required to complete the transaction if and when it is submitted to use for payment. Therefore, we reduce your Available Balance immediately when we authorize the ATM or POS transaction and before the Item is submitted to us for payment.

TCF may, in its sole discretion, adjust an authorization to better reflect our estimate of the likely transaction amount.

Example: Some merchants, such as gas stations, may request authorizations of \$1 and then submit the transaction to TCF for payment in a much larger amount. In these and other similar cases, TCF may increase the authorization placed against your Account (and therefore reduce your Available Balance by the same amount) to equal our estimate of the actual transaction amount.

For POS transactions, we adjust your Available Balance if: (1) the Item ultimately submitted to us for payment differs from the amount we authorized (as adjusted); or (2) if the transaction was not previously authorized. Also, we increase your Available Balance if a POS transaction we authorized is not submitted to us for payment within three Business Days. We then decrease your Available Balance again if and when the transaction is later submitted to us for payment and we pay it.

Example: Some merchants may obtain authorizations for the estimated amount of their charges before they provide service. These merchants can include car rental companies and other rental agencies, hotels and resorts, cruise lines, and taxi cabs and limos. They may then submit a different (and typically lower) amount to TCF for payment after they provide service and know the actual charges. Some of these merchants may also submit transactions for payment after three Business Days. Also, if you pay using another card or pay by cash or check, the transaction should never be submitted to TCF for payment.

In these cases, TCF reduces your Available Balance when we authorize the transaction. We do so by the amount of the authorization (which we may adjust as described above). If the Item is submitted to TCF for payment in an amount that differs from the authorized amount, we will then adjust your Available Balance by the difference. If we have not received the merchant's request for payment within three Business Days, we increase your Available Balance by the amount authorized. If and when the merchant eventually submits the transaction to TCF for payment, we may be required under network rules to pay the transaction from your Account. This depends on when TCF received it. If and when TCF pays the transaction, we reduce your Available Balance by the actual amount of the transaction (potentially to less than \$0).

We adjust your Available Balance for POS credits either when we receive notice of the Credit or when we ultimately post the credit to your Account, depending on the method the merchant uses to notify us of the Credit. The method used by the merchant is outside of TCF's control.