

**Mid Oregon Federal Credit Union
HEALTH SAVINGS ACCOUNTS
AND DEBIT CARD ACCESS
Excerpt from Membership
and Account Agreement**

Health Savings Account. You hereby request the Credit Union establish a Health Savings Account (HSA) in your name. You agree to all of the terms and conditions set forth in the Membership and Account Agreement, Account Disclosures, HSA Custodial Account Agreement, and any other HSA agreements provided by the Credit Union, as they may be amended periodically by the Credit Union. You certify that you are eligible to contribute to an HSA under Internal Revenue Code § 223. You acknowledge that your HSA will be established pursuant to the HSA Custodial Agreement. You may revoke this Agreement within seven days of receiving the HSA Custodial Agreement. You acknowledge and agree the Credit Union is responsible solely for providing custodial account services. You are fully responsible for determining your eligibility to open an HSA. Funds in your HSA cannot be used as collateral and cannot be pledged as security for any loan.

- a. Ownership.** IRS regulations require that only one individual own an HSA. As the owner, you have the total use of the funds in your HSA. Your HSA will be a single ownership account in your name and only you can designate or change beneficiaries on the account. You understand that any account changes must be requested in writing. If you would like your spouse or another person to have access to funds in your HSA for medical expenses, you must complete an authorization. You will remain fully responsible for any account activity resulting from transactions by persons you permit authorized access and use.
- b. Reporting.** All transactions posted to the Health Savings Account made by online banking or any other electronic transaction, including ACH, ATM, and debit transactions, will be reported to the IRS as current year, normal distributions, or regular contributions. It is the member's responsibility to know if he or she qualifies for an HSA and to use the funds for qualified medical expenses. The

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member should refer to a tax professional for specific tax implications.

- c. **Prior Years and Rollovers.** Any request for a prior year contribution, direct transfer, or rollover from another institution must be made in person with a Credit Union representative. In case of a rollover, you certify that this contribution is a rollover contribution within the meaning of Internal Revenue Code § 223, that the rollover is being made within 60 days of receipt, and you have not received a rollover in the last 12 months.
- d. **Access.** We permit you to access your HSA through Electronic Fund Transfers, including and HSA debit, ATM, ACH, and Online Banking transactions. These services are offered for the convenience of managing your HSA. You may use your HSA debit card to purchase goods and services any place your Card is honored by participating merchants. Funds to cover your HSA debit card purchases will be deducted from your HSA share account. You are fully responsible to track your withdrawals from your HSA account, with any available access including your HSA debit card, per Internal Revenue Code § 223. Except as otherwise set forth herein, HSA debit card transactions and other Electronic Fund Transfers are subject to the terms and conditions of the Electronic Fund Transfer provisions in your Membership and Account Agreement.
- e. **Overdrafts.** You must have money in your account to use it. A transaction may not be authorized if the amount of the transaction exceeds the available balance in your account at the time the authorization is requested. If the balance in your account is not sufficient to pay the transaction amount, your account will be subject to a charge as set forth in the Fee Schedule, and the Credit Union may terminate all services under this Agreement. Overdrawing your HSA violates IRS rules and could create tax problems for you. In the event you overdraw your HSA, all items will be returned unpaid. If an overdraft is created, you agree to repay it immediately.



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