

Health Savings Account Debit Card Agreement and Disclosure Statement



This Agreement and Disclosure Statement (Agreement) explains how you can use your Health Savings Account (HSA) debit card, collectively referred to as "Card," and it sets forth your rights and responsibilities. You will be bound by this Agreement by your first use of your Card after you receive this Agreement.

1. **Issuance of Card.** You have requested a Card from us and if your request is approved, a Card will be issued to access your funds in your HSA account. We will issue you a Personal Identification Number (PIN) that must be used with the Card for transactions that require the use of a PIN. Do not reveal your PIN to anyone else or write it down where it is available to others. The Card shall remain our property and shall be surrendered immediately upon our request. You cannot transfer your Card to another person and we may cancel and retrieve your Card at any time without notice to you.
2. **Responsibilities for Transactions.** You are responsible for all transactions you make with the Card or that you authorize another person to make with the Card. Section 12 below tells you about your responsibilities for unauthorized transactions. All transactions you make with the Card will be reported to the IRS as distributions from your HSA. Withdrawals used for purposes other than to pay for "qualified medical expenses" will be taxable as income and may be subject to additional penalties.
3. **Using Automated Teller Machines (ATM).** You may use your Card with your PIN at an ATM to perform the following types of transactions:
 - a. Withdraw cash from your HSA. (All withdrawals you make with the Card will be reported to the IRS as distributions from your HSA. Withdrawals used for purposes other than to pay for "qualified medical expenses" will be taxable as income and may be subject to additional penalties.)
 - b. Make deposits into your HSA where available. The first \$275 will be available immediately. The balance will be available in two business days. (Deposits will be reported to the IRS as regular, current-year contributions to your HSA account.)
 - c. Inquire about the balance in your HSA.Your ability to perform the transactions set forth above depends on the location and type of ATM you are using. A specific ATM may not perform or permit all the above transactions. Transactions at ATMs not owned by us may be subject to a surcharge fee assessed by the ATM owner.
4. **Using an ATM on other Networks.** You may use your Card with your PIN at an ATM on the Cirrus, Jeanie and STAR network. From time to time we may make arrangements with other ATM networks to grant access to our Card. We shall inform you when such arrangements are made and describe the services which are available to you and the charges at that time.
5. **Purchase Transactions (Point-of-Sale).** You may use your Card with your PIN at merchants where Star and Jeanie cards are accepted to pay for any "qualified medical expenses" permitted under federal tax law. You may use the Card without the PIN to:
 - a. Purchase qualified medical goods or services at places that accept Mastercard cards.
 - b. Order qualified medical goods or services by mail or telephone from places that accept Mastercard cards.
 - c. Make automatic payments from your HSA to pay bills or other charges for qualified medical goods or services, provided that person or organization you are paying agrees to accept payments this way.

All transactions you make with the Card will be reported to the IRS as distributions from your HSA. Any amounts used for purposes other than to pay for "qualified medical expenses" will be taxable as income and may be subject to additional penalties.

To have the transaction processed as a Star or Jeanie transaction, the transaction is processed by the merchant as a debit card. To have the transaction processed as a Mastercard transaction, the transaction is processed by the merchant as a credit card. Each transaction with the Card will be charged to your HSA on the date the transaction is posted to your HSA. Use of the Card is subject to the terms of your HSA and any changes to your HSA may affect your use of the card.

6. **Overdrafts.** The Internal Revenue Service (IRS) defines an overdraft on a HSA as a prohibited transaction. Per IRC section 4975, if you engage in any prohibited transaction throughout the year, your HSA ceases to be classified as an HSA on the first day of the year in which the prohibited transaction occurred. Further, the credit union will treat the HSA as if all the assets were distributed on the first day of the year in which the prohibited transaction occurred. All overdrafts, including those created by a transaction, a fee or an oversight are prohibited. If an overdraft occurs on the HSA, the credit union is required to close the account and report the January 1 balance as a non-qualified distribution. This may result in severe tax implications for you. To determine the tax implications, please contact your tax advisor.

7. **Limitations on Use of Card.** These limitations apply to the use of the Card:

- a. Maximum PIN purchase of \$1,000 per day.
- b. Maximum signature purchase of \$3,000 per day.
- c. Purchase transactions are limited to healthcare-related merchants.
- d. We reserve the right to block your card at any time due to loan delinquency or overdrawn account status.

The day for all limits is 12 a.m. to 12 a.m. the next day. There are also certain limitations on the frequency of use of the Card each business day. These limitations are imposed and not revealed for security reasons. If we set special limits for you, we will provide you with written disclosure of your special limits with this Agreement.

8. **Charges for Transactions.** The amount of any charges will be deducted automatically from your HSA. Please see the Everence Service Schedule for a list of these fees.

9. **Right to Receive Documentation of Transactions.** You may receive a receipt at the time you make any transaction using an ATM or point-of-sale terminal. However, a receipt may not be provided if the amount of the transaction is \$50 or less. You will receive a monthly HSA statement showing all of the transactions made with the Card and any charges unless there are no transactions in the month. In any case, you will be sent a statement at least quarterly.

10. **Business Days:** Our business days are Monday through Saturday. Holidays are not included.

11. **Disclosure of Account Information.** We will disclose information to third parties about your HSA or transactions you make:

- a. Where it is necessary to complete transactions.
- b. To verify the existence and standing of your HSA with us for a third party such as a credit bureau or merchant.
- c. In order to comply with government agency or court orders.
- d. If you give us written permission.

12. **Liability for Unauthorized Transactions.** Contact us at once if you believe your Card or PIN has been stolen or lost. Calling is the best way of keeping your possible losses to a minimum. You could lose all of your money in your account if you take no action to notify us of the loss of your Card or PIN. If you notify us of the loss, your liability will be as follows:

- a. If you notify us within two business days of the loss or discovery of the loss, you will not experience a loss if someone uses your Card and PIN without your permission.
- b. If you notify us two business days after the loss or discovery of the loss, you will not lose more than \$50.00 if someone uses your Card and PIN without your permission.
- c. Also, if your monthly statement shows transactions that you did not make, and you do not contact us within 60 days after the statement was mailed to you, you may not get back any money lost after 60 days, if we can prove that your contacting us would have prevented those losses.

When you make a transaction without a PIN, it can be processed as either a Mastercard Check Card transaction or as a transaction on the STAR, Jeanie or Cirrus networks. Merchants must provide you with a clear way of choosing to make a Mastercard Check Card transaction if they support this option. Please be advised that should you choose to use STAR, Jeanie or Cirrus when making a transaction without a PIN, different terms may apply. Certain protections and rights applicable only to Mastercard Check Card transactions will not apply to transactions processed on the STAR, Jeanie or Cirrus networks.

13. **How to Notify us in the Event of an Unauthorized Transaction.** Call us at (800) 451-5719 or write us at:
Everence Federal Credit Union
2160 Lincoln Hwy. E. Ste. 20
Lancaster, PA 17602-1150
14. **Right to Stop Transactions.** You do not have the right to stop payment on any point-of-sale transaction, preauthorized transaction or any transaction you perform on an ATM.
15. **Notice of Varying Amounts.** If the preauthorized payments/transactions may vary in amount, the person you are going to pay will tell you 10 days before each transaction when it will be made and how much it will be. You may choose instead to get this notice only when the transaction would differ by more than a certain amount from the previous transaction, or when the amount would fall outside certain limits that you set.
16. **Refusal to Honor Card.** We are not liable for the refusal or inability of any electronic terminal to honor the Card or to complete a withdrawal from your HSA, or for their retention of the Card. We also are not responsible for the refusal of any merchant or financial institution to honor the Card or for their retention of the Card.
17. **Liability for Failure to Make Transactions.** If we fail to complete a transaction on time or in the correct amount, when properly instructed by you, we will be liable for damages caused by our failure unless:
- There are insufficient funds in your HSA to complete the transaction through no fault of ours.
 - The funds in your HSA are not available.
 - The funds in your HSA are subject to legal process.
 - The transaction you request would exceed the funds in your HSA.
 - The ATM where you are making the transaction does not have enough cash to complete the transaction.
 - Your Card has been reported lost or stolen and you are using the reported Card.
 - We have reason to believe that the transaction requested is unauthorized.
 - The failure is due to the terminal or system not working properly and you knew about the breakdown when you started the transaction.
 - The failure was caused by an act of God, fire or other catastrophe, or by an electrical or computer failure or by another cause beyond our control.
 - You attempt to complete a transaction at an ATM or merchant terminal which is not a permissible transaction.
 - The transaction would exceed security limitations on the use of your Card.
 - For preauthorized transactions, if through no fault of ours, the payment information for a preauthorized transaction is not received.
- In any case, we shall only be liable for actual proven damages if the failure to make the transaction resulted with a bona fide error despite our procedures to avoid such errors.
18. **Rules of Account.** All transactions covered by this agreement are also subject to all rules and agreements that govern the HSA being debited or credited in connection with a transaction, except as modified by this Agreement.
19. **Unlawful Transactions.** You agree that you will not use your Card for any transactions that are illegal under applicable federal, state or local law, including unlawful internet gambling. We may cancel your card and terminate your HSA if you engage in unlawful internet gambling or other illegal activities.
20. **Foreign Transactions.** Transactions that are initiated in foreign countries and foreign currencies will be charged to your HSA in U. S. Dollars. The conversion rate to dollars will be at the wholesale market rate, or the government mandated rate, whichever is applicable, in effect one day before the processing date. Please see the Everence Service Schedule for a list of fees associated with foreign transactions.
21. **Effect of Agreement.** Even though the sales, cash advance, or other slips that you sign or receive when using the Card may contain different terms, this Agreement is the sole Agreement that applies to all transactions involving the Card.

22. **Additional Benefits/Card Enhancements.** We may offer additional services to your HSA from time to time. Some may be at no additional cost to you and others may involve a specific fee. We are not obligated to offer such services and may withdraw or change them at any time.
23. **Change in Terms.** We may change this Agreement from time to time by giving you written notice. If any change results in greater cost or liability to you or decreases access to your HSA, you will be given at least 21 days prior notice of the change.
24. **Termination of Account.** We may cancel your Card at any time. You also may cancel your Card at any time. The card remains our property. If either you or us cancel the Card, you agree to return the Card to us or destroy it upon our request.
25. **No Waiver.** We can delay enforcing any of our rights under this Agreement and the law any number of times without losing them.
26. **Statements and Notices.** Statements and notices will be mailed to you at the most recent address you have given us. Notice sent to any one of you will be considered notice to all.
27. **General.** To the extent permitted by law, you agree to pay reasonable costs, including attorneys' fees in the event we sue you to enforce this Agreement. This Agreement is binding upon your heirs, personal representatives and successors and if more than one, jointly and severally.
28. **Signatures.** By signing in the signature area of the application form when you received it, you agree to the terms of this Agreement. Please retain this Agreement for your records.

Initial and Annual Error—Resolution Notice

In Case of Errors or Questions About Your Electronic Transfers:

Call us at (800) 451-5719 or write us at Everence Federal Credit Union, 2160 Lincoln Highway E., Ste. 20, Lancaster, PA 17602-1105 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 your statement or receipt. We must hear from you no later than 60 days after we send the FIRST statement on which the problem or error appeared.

1. Tell us your name and member number.
2. Describe the error or the transfer you are unsure about, and explain as clearly as possible 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 you to send us your complaint or question in writing within 10 business days.

We will tell you the results of our investigation within 10 business days (20 business days for POS transfers or if the transfer is initiated outside the United States) 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 for POS transfers or if the transfer is initiated outside the United States) to investigate your complaint or question. If we decide to do this, we will credit your account within five business days (20 business days for POS transfers or if the transfer is initiated outside the United States) 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 questions in writing and we do not receive it within 10 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.

6/1/2023

Everence Federal Credit Union

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