

Automotive Aftermarket Employee Federal Credit Union
Health Savings Account Agreement
(Edition Date: February 4, 2009)

A Health Savings Account (HSA) is an individually owned checking-with-interest account at the Automotive Aftermarket Employee Federal Credit Union (AAEFCU). You are eligible to own an AAEFCU-HSA if you meet the following criteria:

- You are a member of AAEFCU and you maintain a positive balance in an AAEFCU Share Account (also known as a savings account) AND,
- You currently have a health insurance plan where the in-network deductible meets the minimum required by the U.S. IRS (\$1,150 employee only; \$2,300 family policy as was effective 01/1/2009), OR you were previously eligible under U.S. IRS rules to have an HSA and wish to deposit your eligible funds with AAEFCU even though you may not be eligible to make new contributions into that HSA, AND,
- You meet other requirements, if any, set forth in U.S. IRS regulations. (See IRS PUB 969.)

By opening an AAEFCU-HSA and providing us with your signature on the AAEFCU-HSA Enrollment Form you agree to be bound by this agreement and amendments hereto as made. Further, you agree to be bound by rules and regulations that may apply including but not limited to those set forth by the U.S. IRS, the National Credit Union Administration, VISA, and other transaction and non-transaction partners who participate with AAEFCU in providing you this service.

Notice: You agree to notify us in writing via mail, fax or email of changes to your address, health insurance policy HSA eligibility or employer.

NOTE: Changes must be accompanied by a new copy of your drivers license.

Deposits: Funds may be received by AAEFCU via the mail or by electronic transmission and will be applied to your account within one business day of our receipt of those funds. If an item of your deposit is returned unpaid, we will debit your Account and adjust interest earned. You are liable to us for the costs and expenses related to collection of that returned deposit. Payroll-type contributions to your HSA are assumed to be contributions in the current calendar year for the purpose of tax year reporting. Any deposit to your HSA which should be designated to a prior year or which is a return of prior distribution must be accompanied by instructions to AAEFCU Staff to ensure the proper application of that deposit. You

agree to accept our account of the amount of any deposit and are responsible for prompt notice to us of any suspected discrepancy. Your total funds including HSA deposited with AAEFCU are insured to a maximum of \$250,000 by NCUA, an agency of the U.S. Federal Government.

Contributions: You are responsible for determining whether contributions to your Account have exceeded the maximum annual limit applicable to you; and you are responsible for requesting from us the withdrawal of funds necessary to resolve the excess contributions in your Account.

Use of Funds: AAEFCU is not required to determine the eligibility of payments or other distributions from your HSA. It is your responsibility to maintain records with sufficient receipts or proof to support the tax-deductibility of your HSA payments or distributions. AAEFCU may reject a payment from your HSA if funds are not available. Distributions that cause a negative balance in your HSA will cause a fee charge as revealed on Attachment A. You agree to make a prompt deposit into your HSA that will eliminate any negative balance.

Truth-in-Savings: Upon opening of an HSA, AAEFCU will provide you with a copy of the latest Truth-in-Savings statement. Updates to that statement will be provided only upon request by you.

Debit Card: By opening an AAEFCU-HSA you are requesting a VISA debit card specifically identified for limited use which will be your primary payment method for health care products and services. You are responsible for the security of that card and agree to report loss or theft immediately to AAEFCU Customer Service (1-800-766-2292). The VISA AAEFCU-HSA Convenient Pay Card is limited to three transactions per day and may not be used at an ATM. You agree to limit use of this card with authorized VISA merchants for eligible health care expenses as allowed by the U.S. IRS. AAEFCU may terminate your card at any time for abuse or without proof of cause. You may appeal your card termination for reinstatement. Without resolution, AAEFCU may close your HSA, apply applicable fees and hold your remaining funds in a non-interest account until instructed by you for reassignment to another institution. The AAEFCU-HSA Convenient Pay card is not issued with a PIN so it must be processed by merchants as a CREDIT CARD, not as a debit card.