Simplicity Credit Union HSA (Health Savings) Debit Card Rules & Disclosures

These rules govern the relationship between Simplicity Credit Union and each member to whom a HSA debit card is issued.

1. <u>Definitions</u>: The following explains terms used in this disclosure.

"Account" means a member's Health Savings checking at Simplicity Credit Union

"Card" means the HSA debit card issued by Simplicity Credit Union

"ATM Terminals" or "Automated Teller Machine" means any terminal where a member may use a HSA debit card together with a Personal Identification Number (PIN) to perform transactions.

2. <u>Card Ownership, Termination</u>: The card remains the property of the Simplicity Credit Union and may be surrendered upon request. Simplicity Credit Union may terminate any member's privilege of using a HSA debit card, and may also withhold approval of any transaction at any time.

3. <u>PIN Limitations</u>: Memorize your personal identification number (PIN). Do not write it on your card or keep it anywhere near your card. You have a maximum of three tries to get your PIN correct. If you enter the wrong PIN on the third try, the terminal may keep your card. If your card is captured, it will be destroyed, and a new card will have to be issued. If you forget your PIN, please contact us 844-769-2667 or our automated line at 800-992-3808.

4. <u>Use of HSA debit card</u>: The card may be used to:

- (a) withdraw cash from an account;
- (b) make deposits to an account (deposits are considered "current year contribution");
- (c) may pay for purchases at businesses that have agreed to accept the card.

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

5. <u>Transaction Limitations</u>: The card may only make twenty transactions a day. These transactions consist of withdrawals from any terminal and purchases from merchant using debit or credit. One may withdraw up to the established personal limit from any terminal combined the debit purchases, in total, must not exceed the personal limit. The normal card limit for ATM withdrawals is \$520.00 per day. Terminals and/or terminal tellers may also set limits on the amount/frequency of cash withdrawals. At Point of Sale purchases and Cash Advance terminals your purchases the normal card limit is \$1,500.00 per day. The normal combined daily limit is \$2,020.00. If you have lower limits set at the time of account opening a separate notice will be given to you explaining these daily limits.

6. <u>Debit Card Transactions – Limitations</u>: A member may use the debit card only if the available balance in the Health Savings checking account will be sufficient to accommodate the amount of purchases, cash withdrawals, and ATM transactions. Any purchase or cash withdrawal may be subject to authorization by Simplicity Credit Union or by a MasterCard/VISA authorization center. No authorization will be given if the amount of all outstanding purchases and cash withdrawals exceeds the available balance or applicable credit limit. All transactions are reported to the Internal Revenue Service (IRS) limits use of this account to qualified medical expenses and that any non-qualified expenditures must be reported to the IRS.

7. <u>Authorization to Debit or Credit an Account</u>: Each time a card is properly used, Simplicity Credit Union is then authorized to debit or credit an account for the total amount shown on any sales draft, withdrawal order, or credit voucher originated by use of the card, whether or not signed by the purchaser. Simplicity Credit Union is permitted to handle such sales drafts, orders, and vouchers as it handles authorized checks drawn on a member's account.

8. <u>Overdrafts</u>: You are responsible for knowing how much is in your account. Do not overdraw. If use of the card causes the account in use to overdraw, the member will be notified and must agree to an immediate payment to Simplicity Credit Union in the amount of any such overdrafts. Whenever an account is overdrawn, Simplicity Credit Union has the expressed right to return any unpaid share drafts or other orders drawn on an account. Overdrafts will be returned whether resulting from purchases, cash withdrawals, use of checks, or use of any other card or device. If your account should become overdrawn your privileges may be revoked. The terms for the Health Savings Account will lose its tax-exempt status. Refer to your Health Savings Account disclosure.

9. <u>Fees and Charges:</u> The member will be responsible at all times for charges, if any, associated with an account, such as account maintenance or check/withdrawal charges as deemed necessary. However, no additional fees will be charged for the use of the card. Please refer to the <u>Schedule of fees</u> for other charges that may apply with the reissue of the card. Please keep in mind that some terminal owners may charge for the use of their terminal. Simplicity is a member of Alliance One. Any machine displaying the Alliance One logo should not have a service charge imposed.

10. <u>Disclosure of Account Information</u>: Simplicity Credit Union will disclose information to third parties about an account or any transfers made: where it is necessary for completing transactions. **INFORMATION UPDATING SERVICE AND**

AUTHORIZATIONS - If You have authorized a merchant to bill charges to Your Card on a recurring basis, it is Your responsibility to notify the merchant in the event Your Card is replaced, Your Account information (such as Card number or expiration date) changes, or Your Account is closed. However, if Your Card is replaced or Your Account information changes, You authorize Us, without obligation on Our part, to provide the updated Account information to the merchant in order to permit the merchant to bill recurring charges to Your Card. You authorize Us to apply such recurring charges to Your Card until You notify Us that You have revoked authorization for the charges to Your Card.

Your Card is automatically enrolled in an information updating service. Through this service, Your updated Account information (such as card number or expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates

are not guaranteed before Your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke Your authorization allowing Us to provide updated Account information to a merchant, please contact Us. **PREAUTHORIZED CHARGES** – We may suspend preauthorized recurring charges with merchants if, for example, Your Card is lost or stolen, You default, or We change Your Account for any reason. If preauthorized recurring charges are suspended, You are responsible for making direct payment for such charges until You contact the merchant to reinstate recurring charges

11. <u>Right to Stop Payment:</u> A member is not permitted to stop payment on any purchase or cash withdrawal originated by use of a HSA debit card. Simplicity Credit Union has no obligation to honor any such stop payment requested by a member.

12. <u>Member Liability - Notification of Unauthorized Use:</u> Any member should refer to Simplicity Credit Union's <u>Electronic Funds</u> <u>Transfer Disclosure</u> for information regarding one's liability for unauthorized use of a HSA debit card.

13. <u>Business days (regarding a financial institution)</u>: Simplicity Credit Union's business days are Monday through Friday. Legal holidays are not included and are identified by postings around Simplicity Credit Union.

14. <u>Single Party Account</u>: The account holder has the power to use the card to make withdrawals or purchases from the said account. Each customer shall indemnify Simplicity Credit Union for any tax that may be required under Wisconsin Statutes for withdrawals or payments from the account, after the death of the primary member, to the beneficiary listed on the account.

15. <u>Refunds on Purchase</u>: Cash refunds will not be made to a member for purchases made with the card. If a merchant honors a member's card and gives credit for merchandise returns or adjustments, the merchant will do so by sending Simplicity Credit Union a credit slip which will be applied as a credit to a member's account. Unless the use of the card results in an extension of credit, any claim or defense with respect to property or services purchased with the card must be handled by the member directly with the merchant or other establishment that accepts the card. Any such claim or defense asserted by a member will not relieve any obligation to pay the total amount of the sales draft plus any appropriate charges Simplicity Credit Union may be authorized to make.

16. <u>Receipts:</u> Please keep your signed receipts to balance your account and as a record of payment. Should you need to obtain copies of purchase receipts, you will need to contact the merchant where the purchase was made.

17. <u>Deposits</u>: This type of transaction made at any ATM may not be received at the Credit Union for posting to your account until the second business day after it is made at the ATM. Please plan accordingly to avoid being overdrawn. All deposits are considered current year contribution for tax reporting.

18. <u>Other Agreements:</u> All terms, conditions, and agreements which govern a member's account (whether set forth in account rules, in any related rules and regulations or otherwise) also apply to the card except where a rule provides differently.

19. <u>Agreement to Comply with Rules</u>: The retention of, signature on or use of the card constitutes an agreement to comply with the rules set forth in this document, which may be amended from time to time. This agreement and the use of the card will be governed by the laws of the State of Wisconsin.

20. <u>Member Rights (with regard to statement errors)</u>: A member should refer to Simplicity Credit Union's <u>Electronic Funds Transfer</u> <u>Disclosures</u> for information regarding billing error rights.

21. <u>Amendments:</u> Simplicity Credit Union may amend the above terms and conditions at any time. All members will receive a written notice at least 21 days before the effective date of the amendment, but only if it will result in increased fees, liability to a member or stricter limitations on transfers. If, however, an immediate change in the terms and conditions is necessary for security reasons, Simplicity Credit Union may amend these terms and conditions without such prior notice.

22. Lost or stolen cards: If your card was stolen or lost, contact us immediately at 844-769-2667. After credit union hours call 844-202-5074.