

# HOW TO OPEN AN ACCOUNT WITH MECE CREDIT UNION

## STEP 1

FILL OUT AN ACCOUNT CARD APPLICATION AND INCLUDE HOW  
THE \$25 INITIAL SHARE DEPOSIT WILL BE MADE  
(HIGHLIGHTED ACCOUNT APPLICATION ATTACHED)

## STEP 2

FILL OUT HSA APPLICATION, IF APPLICABLE  
(HIGHLIGHTED ACCOUNT APPLICATION  
ATTACHED)

## STEP 3

SEND TO THE CREDIT UNION:  
**EMAIL:** [MECECU@MECECU.COM](mailto:MECECU@MECECU.COM)  
**FAX:** 573-635-9781  
**MAIL:** PO BOX 1586  
JEFFERSON CITY, MO 65102



# HOW TO MAKE THE INITIAL SHARE DEPOSIT

1

## PAYROLL/DIRECT DEPOSIT:

We will send the new account number to you, and this can be given to your payroll department

2

## AUTOMATED CLEARING HOUSE(ACH):

We will need to be provided the information from your local bank (Bank name, routing number, account number, and account type)

3

## MAIL:

Mail a check to us at:  
PO Box 1586  
Jefferson City, MO  
65102

4

## ADD TO A LOAN:

You can add the \$25 to a loan, if you are interested in a loan immediately

5

## MOBILE DEPOSIT:

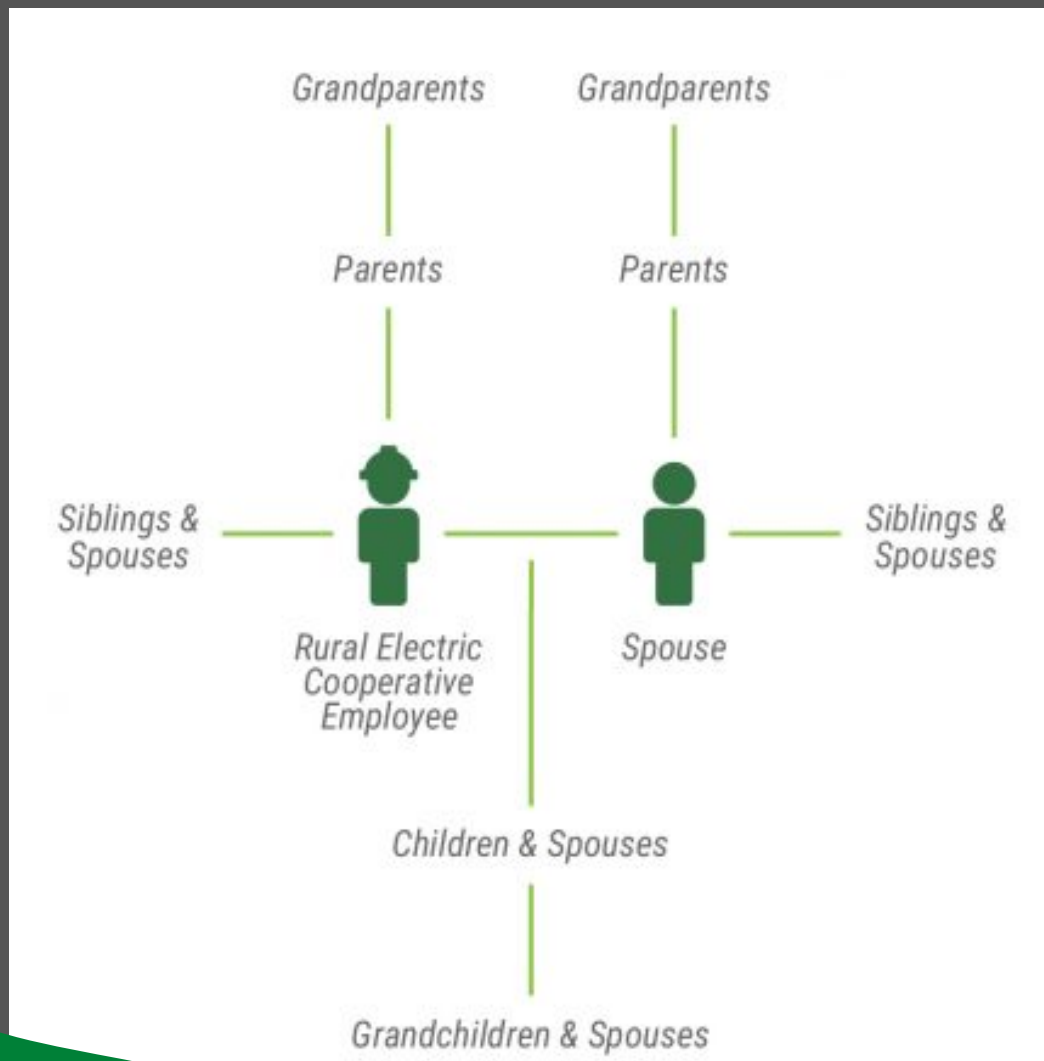
You can make a mobile deposit via the mobile app once the account is open

6

## EMAIL:

You can take a picture of a filled-out check and email it to us to deposit

**\*\*Only available if  
mobile deposit is not  
accepting check**



# MEMBERSHIP

*eligibility*

# TYPES OF ACCOUNTS

## CHECKING

- No minimum balance
- Dividends paid monthly
- Free overdraft protection
- Free debit card and checks

## PRIMARY SHARE

- Savings Account (Option for multiple secondary savings accounts)
- Fee free
- Dividends paid monthly

## HEALTH SAVINGS ACCOUNT

- Funds for future medical expenses with tax-advantage
- Free debit card and checks
- CD Investment options

## IRA

- Traditional or Roth IRA available
- Tax advantage accounts
- Withdraw without penalty at 59 1/2
- Rate bump up option

## CLUB ACCOUNTS

- Vacation, Christmas, My Club
- Direct deposit or payroll deduction
- Dividends pay annually
- Deposit up to \$10,000

## CERTIFICATES (CDS)

- Low risk investment
- 3 to 60-month term options
- Child CDs available
- Rate bump-up option



# Types of Loans

## Auto & Motorcycle Loans



### Home Loans:

- Variable
- Home Equity
- Land
- Construction
- Fixed Rate Mortgage

### Personal Loans:

- Platinum Visa
- Line of Credit
- Overdraft

- Personal (Short-term & Platinum)
- Student
- Home Improvement



### Other Titled Collateral Loans:

- Boat
- RV
- ATV
- Farm Equipment

# CONTACT US

## Email:

**mececu@mececu.com**

**cards@mececu.com**

**loans@mececu.com**

## Phone:

**Member Service: (573) 634-2595**

**Loans: (573) 659-3420**

## Mailing Address:

**PO Box 1586**

**Jefferson City, MO 65102**

## Fax:

**(573) 635-9781**

**iTalk Banking Customer Service:**

**1 (888) 394-5543**

# HSA INFORMATION

## QUALIFIED AND NON-QUALIFIED EXPENSES (IRS PUBLICATION 502)

**<https://www.irs.gov/pub/irs-pdf/p502.pdf>**

## HSA RULES AND REGULATIONS (IRS PUBLICATION 969)

**<https://www.irs.gov/pub/irs-pdf/p969.pdf>**



# RATES

## DEPOSIT ACCOUNTS



[HTTPS://WWW.MECECU.COM/ACCOUNTS/RATES/](https://www.mececu.com/accounts/rates/)

## LOANS



[HTTPS://WWW.MECECU.COM/LOAN-RATES/](https://www.mececu.com/loan-rates/)



# ATM LOCATIONS



[HTTPS://WWW.MECECU.COM/ATM-LOCATIONS/](https://www.mececu.com/atm-locations/)

**ENJOY OUR  
NETWORK OF  
FREE ATMS!**

**ATMS IN OUR NETWORK CAN  
BE USED TO:**

- **WITHDRAWAL CASH  
WITH NO FEE**
- **MAKE CASH/CHECK  
DEPOSITS**
  - **\*ONLY AT  
PARTICIPATING ATMS**

# **PAYROLL FORMS**



# PAYROLLS

(POSTED BY MECECU)

- Please email payroll distributions, Employee HSA Contributions, and/or Employer HSA Contributions for MECECU to post to employee accounts to [payrolls@mececu.com](mailto:payrolls@mececu.com).
- If possible, please indicate information that has been updated since the last payroll by making the changed information bold or highlighted
  - Example: If an account number or dollar amount has changed.

# PAYROLLS

## (DIRECT DEPOSIT BY COOPERATIVE)

- Please use the full MICR account number to ensure the funds are deposited to the correct account (savings vs. checking).
  - For example: Checking account numbers are formatted 10700000xxxxxx.
- If the cooperative is planning to give any type of bonus checks to employees, please reach out to us at [payrolls@mececu.com](mailto:payrolls@mececu.com) so that we can turn off any payroll splits the employee may have scheduled.

# PAYROLLS

## DEDUCTION FORMS

- Payroll deduction forms can be used to set up payroll splits for our members
  - For example: If the coop sends an employee's payroll to their Primary Share savings, we can set up splits to send some of the funds to checking, club accounts, loan payments, family member/kid's accounts, etc.)
  - These splits will occur every time our system receives a payroll deposit to that employee's account
- We will only need a copy of an employee's signed Payroll Deduction Form if there are changes to existing payroll splits or if we are setting up new payroll splits.
- We do not need a signed Payroll Deduction Form if the amount of the main payroll or HSA deposit is changing
- Any questions on how to complete the form and/or completed Payroll Deductions Forms can be sent to [payrolls@mececu.com](mailto:payrolls@mececu.com)



# WHAT TO DO WHEN AN EMPLOYEE IS LEAVING THE COOP

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- EMAIL A CONTACT AT THE CREDIT UNION OR [MECECU@MECECU.COM](mailto:MECECU@MECECU.COM) AND LET THEM KNOW THE REASON & DATE THE EMPLOYMENT IS CEASING
  - RETIRED, RESIGNED, OR TERMINATED
- THE CREDIT UNION WILL CHANGE THE CODING IN THE SYSTEM AND SAVE THE EMAIL TO THEIR FILE FOR FUTURE VERIFICATION QUESTIONS





P.O. Box 1586  
Jefferson City, MO 65102  
(573) 634-2595

# Membership Application And Agreement

Account Number

**Account Type(s):** ☐ Share ☐ IRA Share ☐ Christmas Club ☐ Vacation Club  
☐ Share Draft ☐ Standard Term Share Certificate ☐ IRA Term Share Certificate

**Account Ownership:** ☐ Individual ☐ Joint with Survivorship ☐ Trust ☐ UTMA

## IMPORTANT INFORMATION ABOUT PROCEDURE[S] FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account.

What this means for You: When You open an Account, We will ask You for Your name, address, date of birth, and other information that will allow Us to identify You. We may also ask to see Your driver's license or other identifying documents.

**Primary Owner Information:** ☐ Member ☐ UTMA ☐ Trust ☐ Other \_\_\_\_\_

Full Name		Social Security Number		Birthdate
Physical Address				
Mailing Address				
Home Telephone	Business Telephone	Cell/Alternative Telephone	Driver's License Number/State/Exp. Date	E-Mail Address
Employer Name			Membership Eligibility	

**Joint Owner 1 Information:** ☐ Joint Owner ☐ Custodian ☐ Trustee ☐ Other \_\_\_\_\_

Full Name		Social Security Number		Birthdate
Physical Address				
Mailing Address				
Home Telephone	Business Telephone	Cell/Alternative Telephone	Driver's License Number/State/Exp. Date	E-Mail Address
Employer Name and Address				

**Joint Owner 2 Information:** ☐ Joint Owner ☐ Trustee ☐ Other \_\_\_\_\_

Full Name		Social Security Number		Birthdate
Physical Address				
Mailing Address				
Home Telephone	Business Telephone	Cell/Alternative Telephone	Driver's License Number/State/Exp. Date	E-Mail Address
Employer Name and Address				

## Payable-On-Death Account Beneficiary Designation

Upon the death of the last surviving owner, the funds in Your Account shall become the property of the beneficiary(ies) listed below who are alive at that time. You may change the beneficiary(ies) identified below only with the written consent of all owners to the Account.

Name _____	Address _____
Name _____	Address _____
Name _____	Address _____

## VISA Check Card/Voice Response Unit/Internet Account Access/Mobile Banking/Mobile Deposit

You are requesting the convenience of 24-hour access to Your Credit Union Account with VISA Check Card, Voice Response Unit, Internet Account Access, Mobile Banking, and/or Mobile Deposit in conjunction with a Personal Identification Number (PIN) or access code. Your VISA Check Card will allow You to use a number of automated teller machine (ATM) networks, and will also allow You to pay for services and purchases directly from Your linked Account.

☐ VISA Check ☐ Voice Response Unit ☐ Internet Account Access ☐ Mobile Banking ☐ Mobile Deposit

Name on Card 1: \_\_\_\_\_ Name on Card 2: \_\_\_\_\_  
Name on Card 3: \_\_\_\_\_ Name on Card 4: \_\_\_\_\_

## Taxpayer Identification and Backup Withholding

Under penalties of perjury, You certify: (1) that the number shown on this form is Your correct taxpayer identification number (or the minor beneficiary's correct taxpayer identification number if the Account is established under the Uniform Gift/Transfer to Minors Act); (2) that You are not subject to backup withholding either because You have not been notified that You are subject to backup withholding as result of a failure to report all interest dividends, or the Internal Revenue Service (IRS) has notified You that You are no longer subject to backup withholding; (3) You are a U.S. person (including a U.S. resident alien); and (4) You are exempt from FATCA reporting.

**INSTRUCTION TO SIGNER.** If You have been notified by the Internal Revenue Service (IRS) that You are subject to backup withholding due to payee underreporting and You have not received a notice from the IRS that the backup withholding has terminated, You must strike out the language in part (2) of the statement above.

**DO NOT STRIKE OUT ANY MATERIAL UNLESS YOU ARE SUBJECT TO BACKUP  
WITHHOLDING BY THE FEDERAL GOVERNMENT.**

We will be unable to open an Account for You without a taxpayer identification number.

## UTMA Account

For UTMA (Uniform Transfers to Minors Act) Accounts You understand that the gift of money to the Minor named on this Application, which gift shall be deemed to include all dividends thereon and any future additions thereto, is irrevocable and is made in accordance with, and is to include all provisions of, the Missouri Uniform Transfers to Minors Act (the Act) as it is now and in the future. You further understand that the age of delivery from the Custodian to the Minor will occur upon the minor's age of 21, under the Act.

Joint Owner 1 is named as custodian for the Primary Owner under the Missouri Uniform Transfers to Minors Act.

Designation of Successor Custodian. You appoint \_\_\_\_\_ (Name of Successor Custodian) as Successor Custodian of the gift property described in the gift transfer above. Such appointment will take effect: 1) when and in the event of Your resignation, death, incompetence, or legal incapacitation; and 2) when We deliver said account, together with a true copy of this instrument of designation, into the custody of the Successor Custodian named above. Upon receipt of actual or written notice of such event, You direct Us to make such delivery.

\_\_\_\_\_  
Signature of Custodian

## Revocable Living Trust

You hereby certify that:

- (1) This is a revocable trust. Name of Trust \_\_\_\_\_;
- (2) The Trustee(s) can accomplish all banking transactions including the deposit and withdrawal of funds and the maintenance of a Safe Deposit Box;
- (3) The Trust Agreement appoints: \_\_\_\_\_

- (4) as Successor Trustee(s) upon death, legal incapacitation, resignation or incompetence of the (both) Settlor(s) who shall have all the powers identified herein;
- (4) You understand that the Credit Union will rely on the accuracy of the foregoing information and We will continue to do so until We receive notice in writing that this certification has been revoked. You indemnify Us from any liability and costs we may incur by reason of such reliance. Upon Our request, We shall be entitled to a copy of the trust and any related documents.

You waive all right, title and interest which You may now have as an individual or joint owner of the account funds and transfer ownership of this Account to the living trust named above.

**You agree to be bound by the terms and conditions of this Account with Missouri Electric Cooperatives Employees' Credit Union and the Credit Union's bylaws, rules, and regulations in effect from time to time.**

**Lien Impression and Set-Off.** You agree that We may impress and enforce a statutory lien upon any and all individual, joint or living trust Accounts with Us to the extent You owe Us any money, and We may enforce Our right to do so without further notice to You. We have the right to set-off any of Your money or property in Our possession against any amount You owe Us. The right of set-off and Our impressed lien does not extend to any Keogh, IRA or similar tax-deferred deposit You may have with Us. If Your Account is owned jointly, Our right of set-off and Our impressed lien extends to any amount owed to Us by any of the joint Owners.

We will recognize the signatures below in their trustee capacity, regardless of such designation as trustee, when authorizing any transaction for this account.

\_\_\_\_\_  
Signature of Settlor/Trustee of above Trust

\_\_\_\_\_  
Signature of Settlor/Co-Trustee of above Trust

\_\_\_\_\_  
Signature of Settlor/Co-Trustee of above Trust

\_\_\_\_\_  
Signature of Settlor/Co-Trustee of above Trust

## Signatures

You hereby apply for membership with Missouri Electric Cooperatives Employees' Credit Union. You warrant the truth of the information contained in Your application for membership and/or in any subsequent representations to Us. You realize that such information will be relied upon by Us in determining Your membership eligibility. You hereby authorize Us, Our employees and agents to investigate and verify any information provided to Us by You. By signing below, You agree to be bound by the terms and conditions found within Your application for membership and to the bylaws, rules and regulations of Missouri Electric Cooperatives Employees' Credit Union in effect from time to time. You further acknowledge receiving a copy of the "Agreements and Disclosures" related to Your Account(s) and You agree to be bound by the terms and conditions found therein. If Your application for membership is a joint application, any liability created by the use of Your Account is joint and several. You authorize any person, association, firm, corporation or personnel office to furnish information concerning Your affairs upon Our request, including, but not limited to, providing credit and employment history information. In addition to establishing a Share Account, You may also from time to time request additional Accounts and/or Account Services be established on Your behalf and/or the addition of joint owner(s) of Your Account(s). Your signature below is Your continuing authorization for Missouri Electric Cooperatives Employees' Credit Union to follow Your written or verbal instructions to do so and You agree that Your continuing authorization will remain in effect unless We receive written instructions to the contrary. You hereby authorize Us to recognize any of the signatures subscribed herein in the payment of funds or the transaction of any business for Your Account(s).

**The Internal Revenue Service does not require Your consent to any provision of this document other than the certifications required to avoid backup withholding.**

Applicant (Primary Member) Signature

Date

Joint Owner #1 Signature

Date

Joint Owner #2 Signature

Date

## Credit Union Use Only

Membership Eligibility \_\_\_\_\_

Date of Membership \_\_\_\_\_

Opened by \_\_\_\_\_

Consumer Report (Score) \_\_\_\_\_

OFAC \_\_\_\_\_

Qualified \_\_\_\_\_

Additional I.D. \_\_\_\_\_

Date Approved \_\_\_\_\_





## HEALTH SAVINGS ACCOUNT APPLICATION

### PART 1. HSA OWNER

Name (First/Mi/Last) \_\_\_\_\_  
Address Line 1 \_\_\_\_\_  
Address Line 2 \_\_\_\_\_  
City/State/ZIP \_\_\_\_\_  
Social Security Number \_\_\_\_\_  
Date of Birth \_\_\_\_\_ Phone \_\_\_\_\_  
Email Address \_\_\_\_\_  
Account Number \_\_\_\_\_

### PART 2. HSA CUSTODIAN

*To be completed by the HSA custodian*

Name \_\_\_\_\_ MECE Credit Union  
Address Line 1 \_\_\_\_\_ P.O. Box 1586  
Address Line 2 \_\_\_\_\_  
City/State/ZIP \_\_\_\_\_ Jefferson City, MO 65102  
Phone \_\_\_\_\_ (573) 634-2595 Organization Number \_\_\_\_\_

☐ This is an amendment to an existing HSA.

### PART 3. CONTRIBUTION INFORMATION

Contribution Amount \_\_\_\_\_ Contribution Date \_\_\_\_\_

#### CONTRIBUTION TYPE (Select one)

- ☐ **1. Regular** (Includes catch-up contributions as well as qualified HSA funding distributions from an IRA)  
Contribution for Tax Year \_\_\_\_\_ (Qualified HSA funding distributions from an IRA must be made for the current tax year)
- ☐ **2. Rollover** (Distribution from an HSA or Archer MSA that is being deposited into this HSA)  
By selecting this transaction, I irrevocably designate this contribution as a rollover.
- ☐ **3. Transfer** (Direct movement of assets from an HSA or Archer MSA into this HSA)

### PART 4. INVESTMENT AND DEPOSIT INFORMATION

#### INVESTMENT INFORMATION (Complete this section as applicable.)

Investment Description	Quantity or Amount	Investment Number	Term or Maturity Date	Interest Rate
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

#### DEPOSIT METHOD

- ☐ **Cash or Check** (If the contribution type is transfer, the check must be from a financial organization made payable to the custodian for this HSA.)
- ☐ **Internal Account**  
Account Number \_\_\_\_\_ Type (e.g., checking, savings, HSA) \_\_\_\_\_
- ☐ **External Account** (e.g., EFT, ACH, wire)  
Name of Organization Sending the Assets \_\_\_\_\_ Routing Number (optional) \_\_\_\_\_  
Account Number \_\_\_\_\_ Type (e.g., checking, savings, HSA) \_\_\_\_\_

Deposit Taken by \_\_\_\_\_

## PART 5. BENEFICIARY DESIGNATION

I designate that upon my death, the assets in this account be paid to the beneficiaries named below. The interest of any beneficiary that predeceases me terminates completely, and the percentage share of any remaining beneficiaries will be increased on a pro rata basis. If no beneficiaries are named, my estate will be my beneficiary.

☐ I elect not to designate beneficiaries at this time and understand that I may designate beneficiaries at a later date.

### PRIMARY BENEFICIARIES *(The total percentage designated must equal 100%.)*

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/ZIP \_\_\_\_\_  
Date of Birth \_\_\_\_\_ Relationship \_\_\_\_\_  
Tax ID (SSN/TIN) \_\_\_\_\_ Percent Designated \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/ZIP \_\_\_\_\_  
Date of Birth \_\_\_\_\_ Relationship \_\_\_\_\_  
Tax ID (SSN/TIN) \_\_\_\_\_ Percent Designated \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/ZIP \_\_\_\_\_  
Date of Birth \_\_\_\_\_ Relationship \_\_\_\_\_  
Tax ID (SSN/TIN) \_\_\_\_\_ Percent Designated \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/ZIP \_\_\_\_\_  
Date of Birth \_\_\_\_\_ Relationship \_\_\_\_\_  
Tax ID (SSN/TIN) \_\_\_\_\_ Percent Designated \_\_\_\_\_

### CONTINGENT BENEFICIARIES *(The total percentage designated must equal 100%.)* *(The balance in the account will be payable to these beneficiaries if all primary beneficiaries have predeceased the HSA owner.)*

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/ZIP \_\_\_\_\_  
Date of Birth \_\_\_\_\_ Relationship \_\_\_\_\_  
Tax ID (SSN/TIN) \_\_\_\_\_ Percent Designated \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/ZIP \_\_\_\_\_  
Date of Birth \_\_\_\_\_ Relationship \_\_\_\_\_  
Tax ID (SSN/TIN) \_\_\_\_\_ Percent Designated \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/ZIP \_\_\_\_\_  
Date of Birth \_\_\_\_\_ Relationship \_\_\_\_\_  
Tax ID (SSN/TIN) \_\_\_\_\_ Percent Designated \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/ZIP \_\_\_\_\_  
Date of Birth \_\_\_\_\_ Relationship \_\_\_\_\_  
Tax ID (SSN/TIN) \_\_\_\_\_ Percent Designated \_\_\_\_\_

☐ Check here if additional beneficiaries are listed on an attached addendum. Total number of addendums attached to this HSA \_\_\_\_\_

## PART 6. SPOUSAL CONSENT

*Spousal consent should be considered if either the trust or the residence of the HSA owner is located in a community or marital property state.*

### CURRENT MARITAL STATUS

- ☐ **I Am Not Married** – I understand that if I become married in the future, I should review the requirements for spousal consent.
- ☐ **I Am Married** – I understand that if I choose to designate a primary beneficiary other than or in addition to my spouse, my spouse should sign below.

### CONSENT OF SPOUSE

I am the spouse of the above-named HSA owner. I acknowledge that I have received a fair and reasonable disclosure of my spouse's property and financial obligations. Because of the important tax consequences of giving up my interest in this HSA, I have been advised to see a tax professional.

I hereby give the HSA owner my interest in the assets or property deposited in this HSA and consent to the beneficiary designation indicated above. I assume full responsibility for any adverse consequences that may result.

X \_\_\_\_\_  
Signature of Spouse Date (mm/dd/yyyy)

X \_\_\_\_\_  
Signature of Witness Date (mm/dd/yyyy)

## PART 7. SIGNATURES

**Important:** Please read before signing.

I understand the eligibility requirements for the type of HSA deposit I am making, and I state that I do qualify to make the deposit. I have received a copy of the Health Savings Account Application, the 5305-C Custodial Account Agreement, and the Disclosure Statement. I understand that the terms and conditions that apply to this HSA are contained in this Application and the HSA Custodial Account Agreement. I agree to be bound by those terms and conditions.

I assume complete responsibility for

- determining that I am eligible for an HSA each year I make a contribution,
- ensuring that all contributions I make are within the limits set forth by the tax laws, and
- the tax consequences of any contributions (including rollover contributions) and distributions.

X \_\_\_\_\_  
Signature of HSA Owner Date (mm/dd/yyyy)

X \_\_\_\_\_  
Signature of Witness Date (mm/dd/yyyy)

X \_\_\_\_\_  
Signature of Custodian Date (mm/dd/yyyy)

# HEALTH SAVINGS CUSTODIAL ACCOUNT AGREEMENT

Form 5305-C under section 223(a) of the Internal Revenue Code.

FORM (December 2011)

The account owner named on the application is establishing this health savings account (HSA) exclusively for the purpose of paying or reimbursing qualified medical expenses of the account owner, his or her spouse, and dependents. The account owner represents that, unless this account is used solely to make rollover contributions, he or she is eligible to contribute to this HSA; specifically, that he or she: (1) is covered under a high deductible health plan (HDHP), (2) is not also covered by any other health plan that is not an HDHP (with certain exceptions for plans providing preventive care and limited types of permitted insurance and permitted coverage), (3) is not enrolled in Medicare, and (4) cannot be claimed as a dependent on another person's tax return.

The account owner has assigned the custodial account the sum indicated on the application.

The account owner and the custodian make the following agreement:

## ARTICLE I

1. The custodian will accept additional cash contributions for the tax year made by the account owner or on behalf of the account owner (by an employer, family member, or any other person). No contributions will be accepted by the custodian for any account owner that exceeds the maximum amount for family coverage plus the catch-up contribution.
2. Contributions for any tax year may be made at any time before the deadline for filing the account owner's federal income tax return for that year (without extensions).
3. Rollover contributions from an HSA or an Archer medical savings account (Archer MSA) (unless prohibited under this agreement) need not be in cash and are not subject to the maximum annual contribution limit set forth in Article II.
4. Qualified HSA distributions from a health flexible spending arrangement or health reimbursement arrangement must be completed in a trustee-to-trustee transfer and are not subject to the maximum annual contribution limit set forth in Article II.
5. Qualified HSA funding distributions from an individual retirement account must be completed in a trustee-to-trustee transfer and are subject to the maximum annual contribution limit set forth in Article II.

## ARTICLE II

1. For calendar year 2011, the maximum annual contribution limit for an account owner with single coverage is \$3,050. This amount increases to \$3,100 in 2012. For calendar year 2011, the maximum annual contribution limit for an account owner with family coverage is \$6,150. This amount increases to \$6,250 in 2012. These limits are subject to cost-of-living adjustments after 2012.
2. Contributions to Archer MSAs or other HSAs count toward the maximum annual contribution limit to this HSA.
3. For calendar year 2009 and later years, an additional \$1,000 catch-up contribution may be made for an account owner who is at least age 55 or older and not enrolled in Medicare.
4. Contributions in excess of the maximum annual contribution limit are subject to an excise tax. However, the catch-up contributions are not subject to an excise tax.

## ARTICLE III

It is the responsibility of the account owner to determine whether contributions to this HSA have exceeded the maximum annual contribution limit described in Article II. If contributions to this HSA exceed the maximum annual contribution limit, the account owner shall notify the custodian that there exist excess contributions to the HSA. It is the

responsibility of the account owner to request the withdrawal of the excess contribution and any net income attributable to such excess contribution.

## ARTICLE IV

The account owner's interest in the balance in this custodial account is nonforfeitable.

## ARTICLE V

1. No part of the custodial funds in this account may be invested in life insurance contracts or in collectibles as defined in section 408(m).
2. The assets of this account may not be commingled with other property except in a common custodial fund or common investment fund.
3. Neither the account owner nor the custodian will engage in any prohibited transaction with respect to this account (such as borrowing or pledging the account or engaging in any other prohibited transaction as defined in section 4975).

## ARTICLE VI

1. Distributions of funds from this HSA may be made upon the direction of the account owner.
2. Distributions from this HSA that are used exclusively to pay or reimburse qualified medical expenses of the account owner, his or her spouse, or dependents are tax-free. However, distributions that are not used for qualified medical expenses are included in the account owner's gross income and are subject to an additional 20 percent tax on that amount. The additional 20 percent tax does not apply if the distribution is made after the account owner's death, disability, or reaching age 65.
3. The custodian is not required to determine whether the distribution is for the payment or reimbursement of qualified medical expenses. Only the account owner is responsible for substantiating that the distribution is for qualified medical expenses and must maintain records sufficient to show, if required, that the distribution is tax-free.

## ARTICLE VII

If the account owner dies before the entire interest in the account is distributed, the entire account will be disposed of as follows:

1. If the beneficiary is the account owner's spouse, the HSA will become the spouse's HSA as of the date of death.
2. If the beneficiary is not the account owner's spouse, the HSA will cease to be an HSA as of the date of death. If the beneficiary is the account owner's estate, the fair market value of the account as of the date of death is taxable on the account owner's final return. For other beneficiaries, the fair market value of the account is taxable to that person in the tax year that includes such date.

## ARTICLE VIII

1. The account owner agrees to provide the custodian with information necessary for the custodian to prepare any report or return required by the IRS.
2. The custodian agrees to prepare and submit any report or return as prescribed by the IRS.

## ARTICLE IX

Notwithstanding any other article that may be added or incorporated in this agreement, the provisions of Articles I through VIII and this sentence are controlling. Any additional article in this agreement that is inconsistent with section 223 or IRS published guidance will be void.

## ARTICLE X

This agreement will be amended from time to time to comply with the provisions of the Code or IRS published guidance. Other amendments may be made with the consent of the persons whose signatures appear on the application.

## ARTICLE XI

**11.01 Definitions** – In this part of this agreement (Article XI), the words “you” and “your” mean the account owner. The words “we,” “us,” and “our” mean the custodian. The word “Code” means the Internal Revenue Code, and “regulations” means the Treasury regulations.

**11.02 Notices and Change of Address** – Any required notice regarding this HSA will be considered effective when we send it to the intended recipient at the last address that we have in our records. Any notice to be given to us will be considered effective when we actually receive it. You, or the intended recipient, must notify us of any change of address.

**11.03 Representations and Responsibilities** – You represent and warrant to us that any information you have given or will give us with respect to this agreement is complete and accurate. Further, you agree that any directions you give us or action you take will be proper under this agreement, and that we are entitled to rely upon any such information or directions. If we fail to receive directions from you regarding any transaction, if we receive ambiguous directions regarding any transaction, or if we, in good faith, believe that any transaction requested is in dispute, we reserve the right to take no action until further clarification acceptable to us is received from you or the appropriate government or judicial authority. We will not be responsible for losses of any kind that may result from your directions to us or your actions or failures to act, and you agree to reimburse us for any loss we may incur as a result of such directions, actions, or failures to act. We will not be responsible for any penalties, taxes, judgments, or expenses you incur in connection with your HSA. We have no duty to determine whether your contributions or distributions comply with the Code, regulations, rulings, or this agreement. We have the right to require you to provide, on a form provided by or acceptable to us, proof or certification that you are eligible to contribute to this HSA, including, but not limited to, proof or certification that you are covered by an HDHP. In no event will we be responsible to determine if contributions made by your employer to your HSA meet the requirements for comparable contributions, the rules of which are set forth in the Code and IRS published guidance.

We may permit you to appoint, through written notice acceptable to us, an authorized agent to act on your behalf with respect to this agreement (e.g., attorney-in-fact, executor, administrator, investment manager), but we have no duty to determine the validity of such appointment or any instrument appointing such authorized agent. In addition, we may allow you to designate an authorized signer to perform various limited transactions on your HSA as specified in a form provided by or acceptable to us. We may rely upon this designation until such time, if any, that we receive a written revocation of the authorization. We will not be responsible for losses of any kind that may result from directions, actions, or failures to act by your authorized agent and/or authorized signer, and you agree to reimburse us for any loss we may incur as a result of such directions, actions, or failures to act by your authorized agent and/or authorized signer.

You will have 60 days after you receive any documents, statements, or other information from us to notify us in writing of any errors or inaccuracies reflected in these documents, statements, or other information. If you do not notify us within 60 days, the documents,

statements, or other information will be deemed correct and accurate, and we will have no further liability or obligation for such documents, statements, other information, or the transactions described therein.

By performing services under this agreement, we are acting as your agent. You acknowledge and agree that nothing in this agreement will be construed as conferring fiduciary status upon us. We will not be required to perform any additional services unless specifically agreed to under the terms and conditions of this agreement, or as required under the Code and the regulations promulgated thereunder with respect to HSAs. You agree to indemnify and hold us harmless for any and all claims, actions, proceedings, damages, judgments, liabilities, costs, and expenses, including attorney’s fees arising from or in connection with this agreement.

To the extent written instructions or notices are required under this agreement, we may accept or provide such information in any other form permitted by the Code or applicable regulations including, but not limited to, electronic communication.

**11.04 Disclosure of Account Information** – We may use agents and/or subcontractors to assist in administering your HSA. We may release nonpublic personal information regarding your HSA to such providers as necessary to provide the products and services made available under this agreement, and to evaluate our business operations and analyze potential product, service, or process improvements.

**11.05 Service Fees** – We have the right to charge an annual service fee or other designated fees (e.g., a transfer, rollover, or termination fee) for maintaining your HSA. In addition, we have the right to be reimbursed for all reasonable expenses, including legal expenses, we incur in connection with the administration of your HSA. We may charge you separately for any fees or expenses, or we may deduct the amount of the fees or expenses from the assets in your HSA at our discretion. We reserve the right to charge any additional fee after giving you 30 days’ notice. Fees such as subtransfer agent fees or commissions may be paid to us by third parties for assistance in performing certain transactions with respect to this HSA.

Any brokerage commissions attributable to the assets in your HSA will be charged to your HSA. You cannot reimburse your HSA for those commissions.

**11.06 Investment of Amounts in the HSA** – You have exclusive responsibility for and control over the investment of the assets of your HSA. All transactions will be subject to any and all restrictions or limitations, direct or indirect, that are imposed by our charter, articles of incorporation, or bylaws; any and all applicable federal and state laws and regulations; the rules, regulations, customs and usages of any exchange, market or clearing house where the transaction is executed; our policies and practices; and this agreement. We will have no discretion to direct any investment in your HSA. We assume no responsibility for rendering investment advice with respect to your HSA, nor will we offer any opinion or judgment to you on matters concerning the value or suitability of any investment or proposed investment for your HSA. In the absence of instructions from you, or if your instructions are not in a form acceptable to us, we will have the right to hold any uninvested amounts in cash, and we will have no responsibility to invest uninvested cash unless and until directed by you. We will not exercise the voting rights and other shareholder rights with respect to investments in your HSA unless you provide timely written directions acceptable to us.

You will select the investment for your HSA assets from those investments that we are authorized by our charter, articles of incorporation, or bylaws to offer and do in fact offer for HSAs (e.g., term share accounts, passbook accounts, certificates of deposit, money market accounts.)

- 11.07 Beneficiaries** – If you die before you receive all of the amounts in your HSA, payments from your HSA will be made to your beneficiaries. We have no obligation to pay to your beneficiaries until such time we are notified of your death by receiving a valid death certificate.

You may designate one or more persons or entities as beneficiary of your HSA. This designation can only be made on a form provided by or acceptable to us, and it will only be effective when it is filed with us during your lifetime. Each beneficiary designation you file with us will cancel all previous designations. The consent of your beneficiaries will not be required for you to revoke a beneficiary designation. If you have designated both primary and contingent beneficiaries and no primary beneficiary survives you, the contingent beneficiaries will acquire the designated share of your HSA. If you do not designate a beneficiary or if all of your primary and contingent beneficiaries predecease you, your estate will be the beneficiary.

If your surviving spouse acquires the interest in this HSA by reason of being the beneficiary at your death, this HSA (or in accordance with rules established by the IRS, the relevant portion thereof) will be treated as if the surviving spouse is the account owner.

If the beneficiary is not your spouse, the HSA (or in accordance with rules established by the IRS, the relevant portion thereof) will cease to be an HSA as of the date of your death.

Upon learning of your death, we may, in our complete and sole discretion, make a final distribution to a beneficiary (other than your spouse) of his or her interest in the HSA. This distribution may be made without the beneficiary's consent and may be placed in an interest-bearing (or similar) account that we choose.

- 11.08 Termination of Agreement, Resignation, or Removal of Custodian** – Either party may terminate this agreement at any time by giving written notice to the other. We can resign as custodian at any time effective 30 days after we send written notice of our resignation to you. Upon receipt of that notice, you must make arrangements to transfer your HSA to another financial organization. If you do not complete a transfer of your HSA within 30 days from the date we send the notice to you, we have the right to transfer your HSA assets to a successor HSA trustee or custodian that we choose in our sole discretion, or we may pay your HSA to you in a single sum. We will not be liable for any actions or failures to act on the part of any successor trustee or custodian, nor for any tax consequences you may incur that result from the transfer or distribution of your assets pursuant to this section.

If this agreement is terminated, we may charge to your HSA a reasonable amount of money that we believe is necessary to cover any associated costs, including but not limited to, one or more of the following.

- Any fees, expenses, or taxes chargeable against your HSA
- Any penalties or surrender charges associated with the early withdrawal of any savings instrument or other investment in your HSA

If we are a nonbank custodian required to comply with Regulations section 1.408-2(e) and we fail to do so or we are not keeping the records, making the returns, or sending the statements as are required by forms or regulations, the IRS may require us to substitute another trustee or custodian.

We may establish a policy requiring distribution of the entire balance of your HSA to you in cash or property if the balance of your HSA drops below the minimum balance required under the applicable investment or policy established.

- 11.09 Successor Custodian** – If our organization changes its name, reorganizes, merges with another organization (or comes under the control of any federal or state agency), or if our entire organization (or any portion that includes your HSA) is bought by another organization, that organization (or agency) will automatically become the trustee or custodian of your HSA, but only if it is the type of organization authorized to serve as an HSA trustee or custodian.

- 11.10 Amendments** – We have the right to amend this agreement at any time. Any amendment we make to comply with the Code and related regulations does not require your consent. You will be deemed to have consented to any other amendment, unless within 30 days from the date we send the amendment, you notify us in writing that you do not consent.

- 11.11 Withdrawals or Transfers** – All requests for withdrawal or transfer will be in writing on a form provided by or acceptable to us. The method of distribution must be specified in writing or in any other method acceptable to us. The tax identification number of the recipient must be provided to us before we are obligated to make a distribution. Withdrawals will be subject to all applicable tax and other laws and regulations, including but not limited to possible early distribution penalty taxes, surrender charges, and withholding requirements.

We may allow the return of mistaken distributions if there is clear and convincing evidence that the amounts distributed from the HSA were because of a mistake of fact due to reasonable cause. In determining whether this standard has been met, we may rely on your representation that the distribution was, in fact, a mistake.

In no event will we restrict HSA distributions to pay or reimburse only your qualified medical expenses. We may, however, on a case-by-case basis or as a matter of policy, place reasonable restrictions on both the frequency and the minimum amount of distributions from the HSA.

We may establish a policy whereby having a zero balance in your HSA may not cause the HSA to be closed. At our discretion, future contributions may be made to the HSA until you instruct us to close the HSA.

- 11.12 Transfers from Other Plans** – We can receive amounts transferred to this HSA from the trustee or custodian of another HSA. In addition, we can accept rollovers of an eligible amount from an Archer MSA. We reserve the right not to accept any transfer or rollover.

- 11.13 Liquidation of Assets** – We have the right to liquidate assets in your HSA if necessary to make distributions or to pay fees, expenses, taxes, penalties, or surrender charges properly chargeable against your HSA. If you fail to direct us as to which assets to liquidate, we will decide, in our complete and sole discretion, and you agree to not hold us liable for any adverse consequences that result from our decision.

- 11.14 Restrictions on the Fund** – Neither you nor any beneficiary may sell, transfer, or pledge any interest in your HSA in any manner whatsoever, except as provided by law or this agreement.

The assets in your HSA will not be responsible for the debts, contracts, or torts of any person entitled to distributions under this agreement.

**11.15 What Law Applies** – This agreement is subject to all applicable federal and state laws and regulations. If it is necessary to apply any state law to interpret and administer this agreement, the law of our domicile will govern.

If any part of this agreement is held to be illegal or invalid, the remaining parts will not be affected. Neither your nor our failure to enforce at any time or for any period of time any of the provisions of this agreement will be construed as a waiver of such provisions or your right or our right thereafter to enforce each and every such provision.

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## GENERAL INSTRUCTIONS

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*Section references are to the Internal Revenue Code.*

### WHAT'S NEW

**Additional Tax Increased** – For tax years beginning after December 31, 2010, the additional tax on distributions not used for qualified medical expenses increases from 10 percent to 20 percent.

### PURPOSE OF FORM

Form 5305-C is a model custodial account agreement that has been approved by the IRS. An HSA is established after the form is fully executed by both the account owner and the custodian. The form can be completed at any time during the tax year. This account must be created in the United States for the exclusive benefit of the account owner.

**Do not** file Form 5305-C with the IRS. Instead, keep it with your records.

For more information on HSAs, see Notice 2004-2, 2004-2 I.R.B. 269, Notice 2004-50, 2004-33 I.R.B. 196, Pub. 969, *Health Savings Accounts and Other Tax-Favored Health Plans*, and other IRS published guidance.

### DEFINITIONS

**Identifying Number** – The account owner's Social Security number will serve as the identification number of this HSA. For married persons, each spouse who is eligible to open an HSA and wants to contribute to an HSA must establish his or her own account. An employer identification number (EIN) is required for an HSA for which a return is filed to report unrelated business taxable income. An EIN is also required for a common fund created for HSAs.

**High Deductible Health Plan (HDHP)** – For calendar year 2011, an HDHP for self-only coverage has a minimum annual deductible of \$1,200 and an annual out-of-pocket maximum (deductibles, co-payments, and other amounts, but not premiums) of \$5,950. In 2012, the \$1,200 minimum annual deductible remains the same and the annual out-of-pocket maximum increases to \$6,050. For calendar year 2011, an HDHP for family coverage has a minimum annual deductible of \$2,400 and an annual out-of-pocket maximum of \$11,900. In 2012, the \$2,400 minimum annual deductible remains the same and the annual out-of-pocket maximum increases to \$12,100. These limits are subject to cost-of-living adjustments after 2012.

**Self-Only Coverage and Family Coverage Under an HDHP** – Family coverage means coverage that is not self-only coverage.

**Qualified Medical Expenses** – Qualified medical expenses are amounts paid for medical care as defined in section 213(d) for the account owner, his or her spouse, or dependents (as defined in section 152) but only to the extent that such amounts are not compensated for by insurance or otherwise. With certain exceptions, health insurance premiums are not qualified medical expenses.

**Custodian** – A custodian of an HSA must be a bank, an insurance company, a person previously approved by the IRS to be a custodian of an individual retirement account (IRA) or Archer MSA, or any other person approved by the IRS.

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## SPECIFIC INSTRUCTIONS

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**Article XI** – Article XI and any that follow it may incorporate additional provisions that are agreed to by the account owner and custodian. The additional provisions may include, for example, definitions, restrictions on rollover contributions from HSAs or Archer MSAs (requiring a rollover not later than 60 days after receipt of a distribution and limited to one rollover during a one-year period), investment powers, voting rights, exculpatory provisions, amendment and termination, removal of custodian, custodian's fees, state law requirements, treatment of excess contributions, distribution procedures (including frequency or minimum dollar amount), use of debit, credit, or stored-value cards, return of mistaken distributions, and descriptions of prohibited transactions. Attach additional pages if necessary.

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# DISCLOSURE STATEMENT

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## REQUIREMENTS OF AN HSA

A. **Cash Contributions** – Your contribution must be in cash, unless it is a rollover contribution.

B. **Maximum Contribution** – The total amount that may be contributed to your HSA for any taxable year is the sum of the limits determined separately for each month. The determination for each month is based on whether, as of the first day of such month, you are eligible to contribute and whether you have self-only or family coverage under a high deductible health plan (HDHP). If you have self-only coverage, the maximum monthly contribution is 1/12 of \$3,100 (for 2012). If you have family coverage, the maximum monthly contribution is 1/12 of \$6,250 (for 2012). These 2012 limits are subject to cost-of-living increases. In addition, if you have attained age 55 before the close of the taxable year, the annual contribution limit is increased by an additional amount not to exceed \$1,000 each year. The annual limit is decreased by aggregate contributions made to an Archer MSA and by any qualified HSA funding distributions from an IRA deposited into the HSA.

If you become HSA-eligible after the beginning of the year, you may make a full year's contribution up to the statutory contribution limit as long as you maintain eligibility during the testing period. The testing period begins the last month of the initial eligibility year and ends at the end of the 12-month period following that month. If you do not remain eligible during the testing period, you must include in your gross income the contributions made for the months that you were not otherwise eligible and pay a 10 percent penalty tax on the amount.

C. **Contribution Eligibility** – You are an eligible individual for any month if you (1) are covered under an HDHP on the first day of such month; (2) are not also covered by any other health plan that is not an HDHP and that provides coverage for any benefit covered under the HDHP (with limited exceptions); (3) are not enrolled in Medicare; and (4) are not eligible to be claimed as a dependent on another person's tax return.

In general, an HDHP is a health plan that satisfies certain requirements with respect to deductibles and out-of-pocket expenses. Specifically, an HDHP has an annual deductible of at least \$1,200 (for 2012) for self-only coverage and at least \$2,400 (for 2012) for family coverage. In addition, the sum of the annual out-of-pocket expenses required to be paid (deductibles, copayments, and amounts other than premiums) cannot exceed \$6,050 (for 2012) for self-only coverage and \$12,100 (for 2012) for family coverage. All of these dollar amounts may be adjusted annually for cost-of-living increases.

D. **Nonforfeiture** – Your interest in your HSA is nonforfeitable.

E. **Eligible Custodians** – The custodian of your HSA must be a bank, savings and loan association, credit union, or a person or entity approved by the Secretary of the Treasury.

F. **Commingling Assets** – The assets of your HSA cannot be commingled with other property except in a common custodial fund or common investment fund.

G. **Life Insurance** – No portion of your HSA may be invested in life insurance contracts.

## INCOME TAX CONSEQUENCES OF ESTABLISHING AN HSA

A. **HSA Deductibility** – If you are eligible to contribute to your HSA for any month during the taxable year, amounts contributed to your HSA are deductible in determining adjusted gross income up to the maximum contribution limits discussed above. The deduction is allowed regardless of whether you itemize deductions. Employer contributions to your HSA are excludable from your gross income and you cannot deduct such amounts on your tax return as HSA contributions.

B. **Contribution Deadline** – The deadline for making an HSA contribution is your tax return due date (not including extensions). You may designate a contribution as a contribution for the preceding taxable year in a manner acceptable to us. For example, if you are a calendar-year taxpayer and you make your HSA contribution on or before your tax filing deadline, your contribution is considered to have been made for the previous tax year if you designate it as such.

C. **Excess Contributions** – An excess contribution is any amount that is contributed to your HSA that exceeds the amount that you are eligible to contribute. If the excess is not corrected timely, an additional penalty tax of six percent will be imposed upon the excess amount. The procedure for correcting an excess is determined by the timeliness of the correction as identified below.

1. **Removal Before Your Tax Filing Deadline.** An excess contribution may be corrected by withdrawing the excess amount, along with the earnings attributable to the excess, before your tax filing deadline, including extensions, for the year for which the excess contribution was made. An excess withdrawn under this method is not taxable to you, but you must include the earnings attributable to the excess in your taxable income in the year in which the contribution was made. The six percent excess contribution penalty tax will be avoided.

2. **Removal After Your Tax Filing Deadline.** If you are correcting an excess contribution after your tax filing deadline, including extensions, remove only the amount of the excess contribution. The six percent excess contribution penalty tax will be imposed on the excess contribution for each year it remains in the HSA.

3. **Carry Forward to a Subsequent Year.** If you do not withdraw the excess contribution, you may carry forward the contribution for a subsequent tax year. To do so, you under-contribute for that tax year and carry the excess contribution amount forward to that year on your tax return. The six percent excess contribution penalty tax will be imposed on the excess amount for each year that it remains as an excess contribution at the end of the year.

You must file IRS Form 5329 along with your income tax return to report and remit any additional penalty taxes to the IRS.

D. **Tax-Deferred Earnings** – The investment earnings of your HSA are not subject to federal income tax until distributions are made (or, in certain instances, when distributions are deemed to be made).

E. **Taxation of Distributions** – Distributions taken from your HSA to pay for qualified medical expenses or to reimburse you for qualified medical expenses that you already paid are excluded from your gross income. Qualified medical expenses are amounts you pay for medical care (as defined in Internal Revenue Code Section (IRC Sec.) 213(d)) for yourself, your spouse, and your dependents (as defined in IRC Sec. 152), but only to the extent that such amounts are incurred after the HSA was established and are not covered by insurance or otherwise. For a general description of qualified medical expenses, refer to IRS Publication 502, *Medical and Dental Expenses*, available at [www.irs.gov](http://www.irs.gov). Distributions made for purposes other than qualified medical expenses are included in your gross income and are subject to an additional 20 percent penalty tax. This additional 20 percent penalty tax will apply unless a distribution is made on account of (1) attainment of age 65, (2) death, or (3) disability.

Withdrawals from your HSA are not subject to federal income tax withholding.

F. **Rollovers** – Your HSA may be rolled over to another HSA of yours or may receive rollover contributions, provided that all of the applicable rollover rules are followed. Rollover is a term used to describe a tax-free movement of cash or other property between any of your HSAs. The general rollover rules are summarized below. These transactions are often complex. If you have any questions regarding a rollover, please see a competent tax advisor.

1. **HSA or Archer MSA to HSA Rollovers.** Assets distributed from your HSA may be rolled over to an HSA of yours if the requirements of IRC Sec. 223(f)(5) are met. A proper HSA to HSA rollover is completed if all or part of the distribution is rolled over not later than 60 days after the distribution is received. You may make only one rollover contribution to an HSA during a 12-month period.

Assets distributed from your Archer MSA also may be rolled over to your HSA. A proper Archer MSA to HSA rollover is completed if all or part of the distribution is rolled over not later than 60 days after the distribution is received.

2. **Written Election.** At the time you make a rollover to an HSA, you must designate in writing to the custodian your election to treat that contribution as a rollover. Once made, the rollover election is irrevocable.

G. **Qualified HSA Funding Distributions** – If you are eligible to contribute to an HSA, you may be eligible to take a one-time, tax-free HSA funding distribution from your IRA and directly deposit it to your HSA. The amount of the qualified HSA funding distribution may not exceed the maximum HSA contribution limit in effect for the type of HDHP coverage (i.e., self-only or family coverage) that you have at the time of the deposit, and counts toward your HSA contribution limit for that year. If you do not remain HSA-eligible (for reasons other than death or disability) for 12 months following the transaction, the amount of the transaction is subject to taxation and a 10 percent penalty tax. For further detailed information, see IRS Publication 969, *Health Savings Accounts and Other Tax-Favored Health Plans*.

H. **Beneficiary Issues** – If you die and your beneficiary is your spouse, your HSA (or the relevant portion thereof) will become your spouse's HSA as of the date of your death.

If your beneficiary is not your spouse, the HSA (or the relevant portion thereof) will cease to be an HSA as of the date of your death.

If the beneficiary is your estate, the fair market value of the account as of your date of death is taxable on your final tax return. For other beneficiaries, the fair market value of the account is taxable to that beneficiary in the tax year that includes the date of death.

## LIMITATIONS AND RESTRICTIONS

A. **Deduction of Rollovers and Transfers** – A deduction is not allowed for rollover or transfer contributions.

B. **Prohibited Transactions** – If you or your beneficiary engage in a prohibited transaction with your HSA, as described in IRC Sec. 4975, your HSA will lose its tax-exempt status and you must include the value of your account in your gross income for that taxable year. Overdrawing your HSA is considered a prohibited transaction.

C. **Pledging** – If you pledge any portion of your HSA as collateral for a loan, the amount so pledged will be treated as a distribution and will be included in your gross income for that year.

## OTHER

A. **IRS Plan Approval** – The agreement used to establish this HSA has been approved by the IRS. The IRS approval is a determination only as to form. It is not an endorsement of the plan in operation or of the investments offered.

B. **Important Information About Procedures for Opening a New Account** –

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial organizations to obtain, verify, and record information that identifies each person who opens an account. Therefore, when you open an HSA, you are required to provide your name, residential address, date of birth, and identification number. We may require other information that will allow us to identify you.