

## Health Savings Account (HSA) Custodial Agreement

You have selected American Fidelity Assurance Company to serve as custodian and recordkeeper of your HSA. Our job as custodian is to hold and protect your assets until you need them. We will also make investment opportunities available, and provide other services to help you manage your account. Throughout this document, we will refer to American Fidelity Assurance Company as the “Custodian.” Sometimes we will simply say “we,” “us” or “our.” It means the same thing.

This document describes your responsibilities as well. You must agree to follow the rules described below and to pay for our services. We may refer to you as the “Accountholder,” but more often, we will use the terms “you” or “your.”

We will refer to this HSA custodial agreement as the “Agreement.” It is a binding contract between you and us.

Your HSA is designed to be made available online. If you do not have access to the internet, this product may not be right for you. If you believe that you may have opened this account in error, please call us at the number listed at the end of this Agreement. We will help you close your account and transfer your balance to another HSA custodian.

### SECTION 1: INTRODUCTION TO YOUR HEALTH SAVINGS ACCOUNT

**1.1 Health Savings Account (HSA).** Your HSA is a custodial account. It is established exclusively for the purpose of paying your eligible medical expenses. You may also use your HSA to pay eligible medical expenses for your tax dependents. Other distributions from your HSA will be subject to income tax. Distributions before age 65 for other than medical expenses may be subject to a 20% penalty tax.

**1.2 High deductible health plan.** You may contribute to an HSA if you are enrolled in a qualified “high deductible health plan” (HDHP). HDHPs are described in Internal Revenue Service (IRS) Publication 969. You can find that document at <http://www.irs.gov> or under “Forms and Documents” in the “Resources” tab of your online account.

You may not contribute to an HSA if you are covered under a health plan that is not a HDHP or other permissible coverage. You may not be enrolled in Medicare or Medicaid. You may not be covered by your spouse’s insurance unless it is also a high deductible health plan. You may not be claimed as a dependent on someone else’s tax return.

It is your responsibility to know if you qualify for an HSA. Seek the advice of a professional if you are not sure.

**1.3 Annual Contribution Limit.** The amount you may contribute to an HSA is limited. It depends on whether you are enrolled in single or family coverage. It is also subject to annual cost-of-living adjustments. The annual contribution limit is published each year by the IRS. It is described in IRS Publication 969, discussed above, or we also provide a HSA Contribution Limit Calculator under “Resources” on your online account.

If you are age 55 or older, you may contribute an extra \$1,000 (indexed for inflation by the IRS) to your HSA each year. This is called a “catch-up” contribution. If you contribute too much, your HSA may be subject to an excise tax. Contributions to other HSAs or Archer MSAs you own count towards this limit.

We may accept contributions to your HSA from you and your employer. Amounts contributed to your HSA belong to you, even if you change employers. We may also accept contributions from other persons, such as family members.

You are responsible for knowing how much you may contribute to your HSA each year. If you contribute too much to your HSA, you must notify the Custodian. You must request a distribution of this amount, plus interest.

We may accept rollovers or transfers from other HSAs and Archer MSAs in any amount (see section 1.4 below). Other contributions are subject to a maximum limit. The most you can deposit is the amount you could contribute if you were age 55 or older and enrolled in family coverage under a HDHP. You may not be eligible to contribute this much to your HSA.

**1.4 Rollovers and Transfers from other HSAs, Archer MSAs and IRAs.** Some contributions to your HSA are not subject to annual limits. These include amounts you transfer from another HSA or Archer MSA. You may roll over distributions from other HSAs or Archer MSA into your HSA. You must roll over the amount within 60 days after the date of receipt. Only one rollover is permitted to an HSA during any 12-month period.

Another way to transfer funds is by direct transfer from your prior custodian or trustee. You are not permitted to transfer or roll over excess contributions from another HSA, Archer MSA into your HSA. We reserve the right not to accept any transfer or rollover.

You may also make a one-time transfer or rollover of funds from certain IRAs to your HSA. We may accept transfers from traditional or Roth IRAs. Transfers from an IRA may not exceed the contribution limit. All contributions and transfers must be made in cash.

We make forms available for rollovers and direct transfers. The forms are located on your online account. Please contact us if you need help transferring funds from another HSA, Archer MSA or IRA.

**1.5 Timing of Contributions.** You may make contributions any time during the calendar year. You may also make contributions for the prior year up to the date of your deadline for filing tax returns (without extensions) for that year. Usually, this means that you may make contributions by April 15<sup>th</sup> to be counted as a prior year contribution.

**1.6 Limitations on Investments.** You may not invest your HSA in life insurance contracts or collectibles. The assets of your HSA may not be commingled with other property. If you maintain a minimum balance in cash, you may invest your HSA in mutual funds. See Section 2.4 of this agreement for more information. We do not offer common trust funds or common investment funds.

**1.7 Prohibited Transactions.** HSAs may not engage in “prohibited transactions.” These rules apply to both you and the Custodian. Examples of prohibited transactions include borrowing from your HSA, or pledging your HSA for a loan. These rules are described in Section 4975 of the Internal Revenue Code. Prohibited transactions are described in IRS Publication 969, discussed in Section 1.2.

**1.8 Distributions.** You may take distributions from your HSA at any time. If you use your funds to pay for or reimburse eligible medical expenses, they will not be subject to federal taxes. Eligible medical expenses of your spouse and dependents may also be reimbursed tax-free.

If you receive a distribution from your HSA and do not use it for medical expenses, you must include it in your taxable income. If you are under age 65, it will be subject to an additional 20% tax. The 20% penalty tax does not apply to distributions after your death or disability.

We do not control how you use distributions from your HSA. You are solely responsible for the tax consequences of a distribution. You should always keep receipts or other proof of medical expenses. You may need them to prove that a distribution is tax free.

**1.9 Distributions on Death.** You should name a beneficiary of your account. If you die and your spouse is the beneficiary, the HSA will become your spouse’s HSA. If the beneficiary is not your spouse, the account will no longer be an HSA on your death. It will become taxable to your beneficiary. If you fail to name a beneficiary, the account becomes taxable. It will be added to your estate.

**1.10 Tax Forms Required by the IRS.** We will prepare two IRS forms; the first is Form 1099-SA. This return shows distributions from your HSA during the year. The other return is Form 5498-SA. This return shows contributions to your HSA during the year. You agree to provide us with the information necessary to prepare these forms. We will file them with the IRS. We will also send you notice of how to obtain your copy online or in paper form.

**1.11 Regulations.** “Regulations” mean Section 223 of the Internal Revenue Code and related IRS or United States Department of Labor published guidance. It also includes any laws, rules or regulations that apply to the financial services industry. Any part of this Agreement that is not allowed by the Regulations will be void. You can find these documents at <http://www.irs.gov>.

**1.12 Amendments.** We may amend this Agreement at any time. If an amendment is required by Regulations, we do not need your consent. If an amendment is not required by Regulations, we will send you a notice or post such notice conspicuously on the HSA portal. You will have thirty (30) days from the date of notice to object in writing to the amendment. If you do not object, the amendment will become effective. If you do object, and it’s infeasible to administer your account differently from other accountholders, we will help you close your account and transfer your balance to another HSA custodian.

## **SECTION 2: USE AND ACCESS OF YOUR HSA**

**2.1 Your Personal Online Account.** You will need to access the internet to access and administer your HSA with us. We use secure connections over the internet so you may access your account from anywhere. This allows us to reduce expenses and pass on savings to you. If you are not comfortable using a computer, we will help you. You may contact our HSA customer service department via phone or email:

Telephone toll free at: (800) 662-1113

Email: [hsa-support@americanfidelity.com](mailto:hsa-support@americanfidelity.com)

You may also access important information about your HSA through the AFmobile® app. You may request that we mail paper account information to your address. These mailings may not include all of the information you will need to manage your account.

We will provide you with a personal account online. You will need to establish a username and password. We will post all information you need to manage your HSA on your online account. This information includes your account balance, contributions, distributions, and any amendments to this Agreement. You agree to review your account at least once per month.

Your personal account has all of the information you need to manage your HSA. It also includes helpful tools. The only way you may invest your HSA is through your online account. You may view, save to your computer, or print all information contained in your account online.

We will send you an email when we post IRS forms to your account.

We may contact you by email or U.S. Mail regarding your account. Within the AFmobile app and within American Fidelity's Online Service Center, you may consent to receiving text alerts. You agree to keep your contact information current at all times, and to inform us in writing if it changes. You must log into your account to access IRS Forms 1099-SA and 5498-SA. Or you may call us at the number listed at the end of this Agreement. We will mail you a paper copy of these returns at your request.

Do not share information that others could use to access your account. Do not leave your computer unattended when logged into the site. We have no way of knowing if someone else is in your online account. You are responsible for protecting access to your account.

**2.2 Account Summaries.** We will provide you with account summaries for your HSA. You agree that account summaries will be posted to your online account and you will review these for accuracy. You will need Adobe Acrobat Reader to view, print and/or save your HSA summaries. A link to adobe.com will be provided if you need to download the software. There is no fee for this download. You may request that the account summary be mailed to you. We may charge you an additional fee to receive your account summary by mail.

We may send other notices to you by email to the email address we have on file for you. We may also send notices by U.S. Mail. You must notify us of any change to your email or mailing address.

You agree to check your online account at least once per month and review your account summary. If you elect to receive account summaries by U.S. Mail, you agree to review them upon receipt.

**2.3 Your Cash Account.** When we receive contributions for your HSA, we will credit those funds to your Cash Account, which is an interest-bearing FDIC insured account at First Fidelity Bank. First Fidelity Bank serves as "Bank Subcustodian" for this purpose. You may access your Cash Account for investment and distribution purposes. Funds held by First Fidelity Bank, combined with other eligible deposits you may have with First Fidelity Bank, are FDIC-insured up to \$250,000 or the current maximum level, if different. For information about FDIC insurance coverage, please review the information at the FDIC's website: [www.fdic.gov/deposit/](http://www.fdic.gov/deposit/). You must maintain a balance in your Cash Account to maintain your HSA. If your Cash Account balance falls below \$25 for a period of 12 months, we will automatically close the Cash Account, and the balance shall be applied to the closing fee for the HSA.

Interest will be credited to your Cash Account each month. Interest rates are available under the FAQs at <https://americanfidelity.com/support/hsa/>. We may revise interest rates from time to time.

**2.4 Your Investment Account.** Your ability to invest funds in your HSA depends on the balance in your Cash Account. You must maintain a minimum balance in your Cash Account before you may invest amounts in excess of the minimum balance. The minimum balance is currently \$2,500. We reserve the right to change the minimum balance from time to time. You may transfer amounts in excess of the minimum balance to HSA Investments for the purchase of any of the investment options made available by the Investment Subcustodian (the "Investments"). The minimum amount that may be transferred to HSA Investments is \$50; we may change this minimum amount from time to time.

**2.5 HSA Investment Options.** The Investment Subcustodian will make a broad array of mutual funds available for investment, subject to the terms and conditions available on the HSA Investments portal. **You acknowledge and agree that investments, including mutual funds, are not a deposit. They are not insured by the FDIC or any federal government agency. They are not guaranteed by the Custodian or the Investment Subcustodian, and may lose value. You also acknowledge that past investment performance is not a guarantee of future investment results. You agree to review investment information before you invest in mutual funds. We recommend that you seek the advice of a financial professional when you select any Investment.**

### **SECTION 3: DISTRIBUTIONS FROM YOUR HSA**

**3.1 Withdrawals or Transfers.** You may request a withdrawal or transfer from your HSA. Forms for requesting distributions or transfers are available from your online account. You may request distributions from your HSA for any purpose. Distributions may be subject to income and penalty taxes. You are solely responsible for any tax consequences of a distribution from your HSA.

**3.2 Earnings on HSA Distribution Accounts.** In order to conduct certain transactions, funds will be held in a disbursement account in our name. They may also be held in the name of an affiliate. Funds will be held in a disbursement account while investment trades are settled. They will be held in a contribution account until we transfer them to your Cash Account. They may be held in a disbursement account when you request a distribution. You agree that we may hold these funds on a temporary basis in the ordinary course of our duties.

You will not earn interest on funds that we hold in disbursement accounts. We (or an affiliate) may receive earnings on the funds. Earnings will generally equal the “Fed Funds” rate of interest. This rate is published in the financial section of the Wall Street Journal and other major newspapers. Interest we earn on funds held in disbursement accounts shall be part of our compensation. Revenue we earn on the use of funds deposited in the Cash Account shall be part of our compensation. You acknowledge that our fees would be higher if we did not earn interest or revenue on such funds.

If you request a check to be drawn on your HSA, an equivalent amount will be placed in the disbursement account. We will earn interest on this amount until the check is cashed. If the check is not presented for payment within one hundred eighty (180) days, it will be deemed invalid. We will transfer the funds back to your Cash Account.

**3.3 Liquidation of Assets.** We have the right to sell your Investments and convert the proceeds to cash in certain circumstances. This will occur if your Cash Account falls below the minimum balance. It will also occur as needed to pay distributions. When this happens, we will sell your Investments in the same proportion as your investment holdings. You agree that we may sell your Investments in this order. We will not be liable for any loss or expense. The value of your Investments might change while we process your request. The total amount of your distribution might be reduced if that occurs.

**3.4 No Overdrafts.** Funds must be on deposit before paying for an eligible medical expense. You may not withdraw funds (for example, complete a debit card transaction) from your HSA in an amount greater than your available balance.

It is very important to keep track of how much money you have in your account. Record all debit card purchases, automatic bill payments and other electronic payments. Should an overdraft occur, we are not required to give you notice or make demand for repayment. You must repay any overdraft immediately. If you have an overdraft, we reserve the right to close your account without notice. We may charge you an insufficient funds fee or a returned check fee in accordance with our Health Savings Account Fee Schedule if a check deposited to your HSA is returned unpaid. The Health Savings Account Fee Schedule is located on your personal website account.

### **SECTION 4: DEBIT CARD; ELECTRONIC FUND TRANSFERS.**

**4.1 Applicability.** Upon your request, we will arrange for The Bancorp Bank to issue you a MasterCard Benefits Debit Card under a license from MasterCard International. You will receive a Benefits Card Cardholder Agreement (“Cardholder Agreement”); your Cardholder Agreement will describe other terms that govern your HSA debit card.

**4.2 Authority and Use.** When you accept your HSA debit card, you agree that we may process all transactions made by any person using your debit card. We may assume that they are authorized. We do not have to verify the identity of the person who uses your debit card. We do not have to verify the signatures of persons using your debit card. You are responsible for protecting your debit card. You are also responsible for protecting the account number on your debit card. If you authorize anyone else to use your debit card, you agree to be responsible for all of their HSA transactions. This includes lending your debit card to someone else. You must notify us with any request to cancel and remove a person’s authority.

**4.3 Contact in the Event of Loss, Theft or Unauthorized Use; No Liability for Certain Transactions.** Tell us AT ONCE if you believe that your Benefits Debit Card has been lost or stolen, or if your account summary shows an electronic fund transfer that you did not make. Telephoning is the best way to keep losses down. You will generally not be liable for unauthorized electronic fund transfers if you contact us within two (2) days. If you do not contact us quickly you could lose the money in your account. If you do not tell us within 60 days after we made your account summary available to you, you will be liable for all electronic fund transfers after the 60-day period if we could have prevented the transfers had you told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

**4.4 Custodian Liability.** We agree to complete transfers to and from your HSA on time and in the correct amount according to our agreement with you. Our liability is limited to the amount of the transfer and any directly related fees. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If circumstances beyond our control (such as fire or flood, for example) prevent the transfer despite reasonable precautions that we have taken.

## SECTION 5: GENERAL TERMS AND CONDITIONS

**5.1 Representations and Responsibilities.** You agree that the information you provide to us will be accurate, and your instructions will be proper. We have the right to rely on your instructions and information. If your instructions are not clear, or if there is a dispute involving your account, we are not required to take any action. As Custodian, we follow your direction but we do not provide advice. We do not assume responsibility for actions you take or fail to take. You are responsible for understanding the rules that apply to HSAs. This means that you are solely responsible for taxes, penalties or losses to your HSA. As Custodian, we do not assume fiduciary responsibilities for your HSA.

You may appoint an agent to act on your behalf. We may require that such appointment be in a form acceptable to us. We do not assume a duty to verify whether such an agent appointment is valid. We will follow the directions of your agent just as we would follow your directions. We are not responsible for any taxes, penalties losses that may result. If we follow your instructions and incur a loss, you agree to reimburse us.

Our services are limited to those we describe in this Agreement. We are not required to perform any additional services except as required by law. You agree to indemnify and hold us harmless against claims that may result from disputes over your HSA. This means you will pay attorneys' fees, costs, expenses, judgments and damages.

**5.2 Service Fees.** We may charge service fees for maintaining your HSA. We may also charge fees for certain transactions. Our fees are described in the HSA Fee Schedule located on your online account. You agree to pay these fees, and reimburse us for reasonable expenses we incur to administer your account. We may deduct fees and expenses from your HSA. Your employer may elect to pay monthly maintenance fees on your behalf. We may invoice you for unpaid fees and expenses. If there are not sufficient funds in your account, then we may accrue such fees and charge them to your account when your account has sufficient funds. Our fees are subject to change upon 30 days' advance notice. If you invest your HSA in mutual funds, additional fees may apply. Those fees are described in the mutual fund prospectuses that you will receive if you invest. The Bank Subcustodian uses funds held in the Cash Account for general insurance and banking business. Any income earned from that activity is part of our fees.

**5.3 Custodian Powers.** You agree to grant us certain powers as Custodian. The laws of the State of Oklahoma grant certain powers to Custodians. You agree that we may exercise all these powers. We may also do what is necessary and appropriate to provide our services. When you buy and sell mutual funds, the Investment Subcustodian will register the securities under its name. It may also use the name of a nominee it designates. This allows the Investment Subcustodian to buy and sell mutual funds in large blocks, which reduces transaction costs.

**5.4 Beneficiaries.** You may select beneficiaries for your HSA on your account online. You may also complete and submit an HSA Beneficiary form. A copy of this form is also available on your online account. You must select a beneficiary online or complete and submit the HSA Beneficiary form if you want to choose who will receive your HSA when you die. **For accounts opened after August 1, 2020, if you do not complete this form, or if people you select die before you, your spouse will be the beneficiary. If your spouse is not alive when you die, your estate will be the beneficiary.** We will not accept other HSA Beneficiary forms, and you must provide this form during your lifetime. If you file a new HSA Beneficiary form, it will cancel any prior forms. If you designate your spouse and get divorced, your designation will no longer be valid. If you still want your former spouse to be your beneficiary, you will have to file a new HSA Beneficiary form. If your surviving spouse receives your HSA when you die, he or she will be treated as the account holder. Your spouse may need to complete other forms to transfer ownership of the HSA.

**5.5 Termination of Agreement and Resignation of Custodian.** We may resign as Custodian and close your HSA for any reason. You may close your HSA with us for any reason. Neither of us must give advance notice of termination. If we close your account we may distribute your HSA to you in cash. We are not responsible for any tax consequences. You may be allowed to "roll over" this amount to another custodian. See IRS Publication 969 for more information.

If our fees are paid from your HSA, and your account balance falls to zero, unpaid fees may accumulate. We may terminate your account and seek payment, or we may remove unpaid fees from your next deposit. We reserve all remedies available by law.

In some cases, we may make arrangements to transfer your HSA to a successor custodian. Before we transfer your HSA we will give you 30 days' advance notice. You may choose your own custodian and transfer your HSA to that party. Or you may withdraw your funds and close your account. If you continue to maintain an HSA with us it will be transferred to the new custodian. We are not responsible for any tax consequences or fees payable to the new custodian.

If we close or transfer your Account, we will sell your mutual funds and convert your balance to cash. You agree that we are not responsible for any investment losses that may result. We may also hold a portion of your account to pay for outstanding expenses. These may include, but are not limited to, the following:

- Any fees, expenses or taxes that may be charged against your HSA.
- Any penalties or charges that may result from selling an investment in your HSA.

**5.6 Successor Custodian.** Our organization may change from time to time. It is unlikely, but we may reorganize our operations, for example, or transfer our HSA business to an affiliated company. In these and similar situations, the new organization will be the successor custodian of your HSA.

**5.7 Notices and Change of Address.** We will send any required notices to you at the address or email we have in our records. You need to tell us if you move or change your email address. You may contact us through our website or by calling the number on the last page of this Agreement.

**5.8 What Law Applies.** The Custodian is subject to the laws of the State of Oklahoma that apply to insurance companies. HSAs are subject to federal tax and labor laws. This Agreement should be interpreted in a manner consistent with those laws. The laws of the State of Oklahoma may also apply in interpreting this Agreement. Some states and localities may have tax laws that are different from the federal laws for HSAs. If you have any questions you should consult a tax professional.

If any part of this Agreement is held to be illegal or invalid, the remaining parts shall not be affected. If either of us fails to enforce a provision, it will not be treated as waived. Either of us may still enforce such provision.

**5.9 Business Days.** "Business Days" are Monday through Friday. Federal holidays are not included.

**5.10 Escheat.** If your account is inactive for a long time and our attempts to find you fail, we must transfer your account balance to your state. That process is called escheat. The time period of inactivity before funds must be escheated varies from state to state. Once the funds are transferred to the state, you may be able to recover the funds from the state itself, but not from us.

## **SECTION 6: ARBITRATION**

**This section does not apply to any dispute in which the amount in controversy is within the jurisdictional limits of, and is filed in, a small claims court. These arbitration provisions shall survive closure of your account or termination of all business with us. If any provision of this section is ruled invalid or unenforceable, this section shall be rendered null and void in its entirety.**

**Arbitration Rules:** In the event of a dispute relating to or arising out of your account or this Agreement, you or we may elect to arbitrate the dispute. At your election, the arbitration shall be conducted by either JAMS or the American Arbitration Association ("AAA") (or, if neither of these arbitration organizations will serve, then a comparable substitute arbitration organization agreed upon by the parties or, if the parties cannot agree, chosen by a court of competent jurisdiction). If JAMS is selected, the arbitration will be handled according to its Streamlined Arbitration Rules unless the Claim is for \$250,000 or more, in which case its Comprehensive Arbitration Rules shall apply. If the AAA is selected, the arbitration will be handled according to its Commercial Arbitration Rules. You may obtain rules and forms for JAMS by contacting JAMS at 1-800-352-5267 or [www.jamsadr.com](http://www.jamsadr.com) and for the AAA by contacting the AAA at 1-800-778-7879 or [www.adr.org](http://www.adr.org). Any arbitration hearing that you attend will take place in the federal judicial district in which you reside. Without regard to which arbitration body is selected to resolve the dispute, any disputes between you and us as to whether your claim falls within the scope of this arbitration clause shall be determined solely by the arbitrator, and not by any court.

**Arbitration Process:** Arbitration involves the review and resolution of the dispute by a neutral party. The arbitrator's decision will generally be final and binding. At your request, for claims made to consumer accounts, we will advance your filing and hearing fees for any claim you may file against us; the arbitrator will decide whether we or you will ultimately be responsible for those fees. Arbitration can only decide our or your dispute and cannot consolidate or join claims of other persons who may have similar claims. There will be no authority or right for any disputes to be arbitrated on a class action basis.

**Effects of Arbitration:** If either of us chooses arbitration, neither of us will have the right to litigate the dispute in court or have a jury trial. In addition, you will not have the right to participate as a representative or member of any class of claimants, or in any other form of representative capacity that seeks monetary or other relief beyond your individual circumstances, pertaining to any dispute subject to arbitration. There shall be no authority for any claims to be arbitrated on a class action or any other form of representative basis. Arbitration can only decide your or our claim, and you may not consolidate or join the claims of other persons who may have similar claims, including without limitation claims for public injunctive or other equitable relief as to our other customers or members of the general public. Any such monetary, injunctive, or other equitable relief shall be limited solely to your accounts, agreements, and transaction with us. Notwithstanding the foregoing, any question as to the validity and effect of this class action waiver shall be decided solely by a court of competent jurisdiction, and not by the arbitrator.

**SECTION 7: FUNDS AVAILABILITY**

**7.1 Your Ability to Withdraw Funds.** The date that we receive your deposit and when you may withdraw funds will depend on the type of funds deposited. It will also depend on the time of day they are deposited. Funds must be deposited on a Business Day or they will be treated as deposited on the next Business Day. We will generally treat funds as received on the same day if they are deposited as follows:

Type of Deposit	Must be Received Before	To Be Available
Electronic (ACH)	2:00 p.m. Central Time	after the 4 <sup>th</sup> Business Day
Wire Transfers	2:00 p.m. Central Time	after the 4 <sup>th</sup> Business Day
Check	2:00 p.m. Central Time	after the 7 <sup>th</sup> Business Day

If the deposit is made by check, we reserve the right to hold availability of the deposit until the check is paid by the originating institution. Deposits that are made later than the above times are treated as received on the next Business Day.

**7.2 Longer Delays May Apply.**

- Funds you deposit by check may be delayed for a longer period. This may happen if we believe that a check you deposit may not be paid. It may happen if you have overdrawn your HSA repeatedly in the last six months. It may happen if you redeposit a check that has been returned unpaid.
- Funds you deposit may be delayed if there is an emergency. This includes computer or communications failures.
- We will notify you if we delay your ability to withdraw funds for any reason. We will tell you when the funds will be available. They will generally be available no later than the seventh Business Day after the day of your deposit.

**SECTION 8: MISCELLANEOUS**

**8.1 Health Savings Account Information.** For more information on HSAs, contact your district IRS office. HSAs are also described in IRS Publication 969. You can find that document at <http://www.irs.gov>.

**8.2 Legal and Tax Advice.** We do not provide legal or tax advice. You are solely responsible for the following:

- Whether you are eligible for an HSA.
- How much you may contribute to an HSA.
- Whether contributions to your HSA are deductible.
- Reporting HSA information on your income tax returns.
- Taxation of amounts you withdraw from your HSA.

**8.3 Legal Incapacity.** Special rules apply to minors. They may also apply to accountholders who are legally incapacitated. We may require that such persons appoint a representative. Those representatives may act on their behalf under this Agreement. They may exercise all of your rights. We may follow all directions from such representatives. We may rely on those directions as if they came from the minor or legally incapacitated person.

**How To Contact Us**

**Telephone:** (800) 662-1113

**Email:** [hsa-support@americanfidelity.com](mailto:hsa-support@americanfidelity.com)