within three (3) Business Days. If Chase decides that there was no error, Chase will send you a written explanation and may debit the provisional credit (if issued) to you. You may ask for copies of the documents Chase used in the investigation.

15. Our Liability

If we do not complete a transfer to or from your Card Funds on time or in the correct amount according to our agreement with you, we will be liable for such losses or charges as are provided for by law in such circumstances. However, there are some exceptions wherein we will not be liable, for instance:

a. if through no fault of ours, you do not have enough money in your Card Funds to complete the transfer;

b. if a Chase ATM or a Network ATM where you are making the transfer does not have enough cash;

c. if the Chase ATM, Network ATM, point-of-sale (“POS”) terminal, or communications terminal used for a Purchase Transaction was not working properly and you knew about the breakdown when you started the transfer;

d. if circumstances beyond our control, or the control of the owner of a Network ATM or POS terminal (such as fire or flood), prevent the transfer, despite reasonable precautions that we or they have taken.

16. Stop Payments; Dispute Resolution

When you use your Card for Purchase Transactions, including Signature Purchase Transactions, your account is debited immediately and a stop payment is not available to you in connection with such transactions. If your dispute involves a purchase made as part of such a Signature Purchase Transaction, we will deal with that complaint in the same way as we would deal with it had the transaction involved the use of a credit card.

17. Governing Law

Any disputes arising from or related to your Card shall be governed by the laws of the State of New York (without reference to the conflict of laws rules of that state) to the extent not prohibited, any dispute arising from or related to your Card shall be governed by federal laws and regulations, Federal Reserve Bank rules and Operating Circulars, local clearancehouse rules, Automated Clearing House rules, Internal Revenue Code Section 223 and general commercial bank practices applicable to accounts of your type.

18. Variation of Law; Severability

These Terms and Conditions vary according to applicable law or regulation to the maximum extent permitted under any such law or regulation. Any provision of applicable law or regulation that cannot be varied by agreement or notice shall supersede any conflicting term of these Terms and Conditions. Any provisions of these Terms and Conditions that may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of these Terms and Conditions, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. Further, the Chase Card Account are insured by the FDIC up to the amount provided by applicable law.

19. Notices

All notices and amendments to these Terms and Conditions required to be sent under these Terms and Conditions will be sent to you by first-class mail, by electronic mail, communications to you via the Website or by such other means as you and we agree upon, to the address we have in our files.

20. Amendments

We can change these Terms and Conditions at any time. You must notify us of any such amendment. If the program allows additional Cards to be issued and we authorize the issuance of an additional Card in the name of another person, “you” or “your” refers to that person as well.

The Card will be issued to you upon receipt and processing of your HSA Enrollment Package. The Card can be used to access HSA Funds. Your Card will be limited to your HSA Cash balance. You must sign the Card before using it. By receiving and using the Card, you agree that the Bank and the Card, and the Card Funds, are subject to these Terms and Conditions, as well as the underlying transactions and conditions of the HSA Custodial Account Agreement. The Card may be offered to you through an intermediary (such as an employer, healthcare plan administrator and/or insurance company, or government agency). The intermediary is not the issuer of the Card and is not responsible for your Card or your use of the Card. The Bank in its sole discretion may refuse to issue the Card to anyone.

1. How to Contact Us

You must notify Chase AT ONCE if: (a) you believe your Card has been lost or stolen, or (b) you believe that someone transferred, or may transfer, money from your Card Funds or has or may use your Card without your permission. Call Chase HSA Customer Service (“Customer Service”) for that purpose at 1-866-324-8510. Hearing-impaired customers with TTY equipment may call 1-866-872-3357.

For general Card Funds inquiries call the Customer Service number on the back of your Card or write to Chase HSA Customer Service, Box 30207, Tampa, Florida 33630. For other questions about the program, you may wish to contact your employer, healthcare plan administrator and/or insurance company, or other sources that may be initiating deposits to your Card Funds.

2. Deposits to HSA

Deposits to your HSA will be made in accordance with the provisions in the HSA Enrollment Package.

3. Card Use

You agree that you will maintain the security of your Card at all times, keep it in a safe place and not give your Card, or make it available to any other person. You are responsible for all withdrawals and purchases you authorize using your Card. If you permit others to use your Card, you authorize them to use the Card Funds for any transaction they authorize from your Card Funds. You understand and agree that your use of your Card and the Card Funds shall be consistent with the requirements of health savings accounts as specified in Section 223 of the Internal Revenue Code. None of the Bank, your employer, the healthcare plan administrator and/or insurance company, or any other person other than you shall be responsible for, control or otherwise monitor your use of your Card or the Card Funds. Any ATM Transactions

If your HSA program allows, you may use your Card at Chase automated teller machines (“Chase ATM”) or (ii) at the ATMs of other financial institutions with your old Card. Simply call Customer Service at the number listed in Section 1 above.

Chase HSA is a part of JPMorgan Chase Bank, N.A. Copyright ©2011 JPMorgan Chase & Co. All rights reserved. JPMorgan Chase Bank, N.A. Member FDIC.

DSCL13178

DSCL13178.indd 1

9/21/11 9:31 AM

F3.5" F3.75" F3.75" F3.75"
b. Purchase Transactions

If your HSA program allows, you may use your Card to purchase goods and services from participating merchants displaying the service mark of any network that appears in the information you received with your Card by using your PIN (each a “PIN Purchase Transaction”). When a PIN Purchase Transaction is made there will be an immediate electronic withdrawal from your Card Funds. If your Card bears the applicable card association debit brand mark, you may make purchases at participating merchants that accept the applicable card association’s debit card (each a “Debit Purchase Transaction”). These transactions may require your signature on the merchant’s receipt. Generally, we will place a hold on your Card Funds at the time a Signature Purchase Transaction is authorized. Signature Purchase Transactions and PIN Purchase Transactions together are referred to as “Purchase Transactions.”

4. Cash from Tellers

If your HSA program allows and your Card bears the applicable card association’s debit card mark, you may use your Card to obtain cash from tellers at Chase or certain other financial institutions. Such withdrawals, however, may require your signature. Such withdrawals are subject to change.

5. Availability of Card Funds: Administration of Card Withdrawals

a. Card Use. You may use the Card provided to you by us to effect transactions in accordance with these Terms and Conditions. We reserve the right to decline any requested transaction at any time. We are not responsible for any losses or other consequences if a transaction is not approved, processed, or paid for any reason, even if you have sufficient Card Funds available. We are not liable for any merchant or service provider’s refusal to honor any Card you use.

b. If you have exhausted your Card Funds and you use the Card to withdraw an additional amount, you agree to be personally liable for any overdraft and you shall pay us the amount of the overdraft within ten (10) days after the overdraft is created. Further, if a negative balance is created in your HSA for reasons other than your overdraft, we will deduct the amount of the overdraft from your next deposit and you agree that we may do so and hereby authorize us to do so. If there are no more credits to your HSA after the negative balance is created, you shall pay us the amount of the overdraft within ten (10) days after the overdraft is created or otherwise upon demand from the Bank.

c. Limited Conditions on Card Use

Use of your Card and the privileges associated with it can be cancelled by the Bank at any time for any reason and without prior notice to you. The Bank reserves the property and if we ask you to, you must return it to the Bank, cut in half.

Daily withdrawal and purchasing limits will apply to the use of your Card. Types of transactions that may have pre-set daily transaction limits include withdrawals at ATMs, Signature Purchase Transactions or PIN Purchase Transactions at merchants that accept the Card, purchases and cash-back transactions and over-the-counter cash withdrawals. These transactions, as well as others not described here, may be subject to transaction limits controlled by the Bank as well as other third parties. These limits are subject to change.

Operators of the Network ATMs may also limit the number of withdrawals you may make from their ATMs in any one day. They may also limit the amount of cash you may withdraw from their ATMs during any one session, any one day, or both.

Some merchants will not allow “split payments” for transactions; that is, some merchants may not accept payment or service by paying for them in part with cash and in part by using the Card.

7. Fees

You authorize the Bank to charge your HSA — without notifying you — for the fees described in your HSA Enrollment Package, fee schedule or any other documents provided to you by the Bank in connection with the HSA. Please see the HSA Enrollment Package, fee schedule or any other documents provided to you by the Bank for a complete list of related fees. You may be charged fees by Network ATM operators or other third parties over whom we have no control when you use your Card at Network ATMs or when you make Purchase Transactions.

You agree that the Bank may increase or otherwise change those fees or other terms included in these Terms and Conditions, and may impose other fees, at any time by notifying you in writing, via e-mail, or in any other manner. You agree that, if the Bank does so, you are free to discontinue the use of your Card and to sever these Terms and Condition shall be deemed amended accordingly. You agree that if you leave the employment of your current employer or if you are no longer covered under a high deductible health plan, the fees for the use of your Card will change. You acknowledge and agree that the Bank receives interchange fees related to Card use. The fees may vary, but in all cases such fees will be equal to or less than the highest possible fee for all card transactions.

You agree that if in the Bank’s reasonable opinion you are not making adequate use of notifying us of any changes to these Terms and Conditions including a change to your fee schedule shall include written notification to the last address as shown on the records of the Bank, notification via the e-mail address as shown on the records of the Bank or via the website specified with your Card (“Website”).

8. Transactions Made in Foreign Currencies

If a transaction is completed in a foreign currency utilizing the Card, the applicable card association will convert the transaction into a U.S. Dollar amount using its most recently published currency exchange rate in its process.

Currently, the currency conversion rate used to determine the transaction amount in U.S. Dollar is either (a) wholesale market rate or (b) government-mandated rate in effect one day prior to the processing date, increased by one percent in each case. The applicable card association retains this one percent as compensation for performing the currency conversion service. In addition, we may impose a currency conversion fee as shown in your HSA Enrollment Package, fee schedule or any other documents provided to you by the Bank. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

9. Transaction Cut-off Time

Withdrawals occurring at a Chase ATM after the Bank’s cut-off time on any Business Day (e.g., after 12:00 noon on Friday, excluding federal holidays) may be treated as if they had occurred on the next Business Day. Cut-off times for Chase ATM transactions vary by location, but will be no earlier than 12:00 noon local time.

10. Your Liability

a. General Rules

• Tell us AT ONCE if you believe that your Card has been lost and/or stolen, or if you think your electronic funds transfer has been made without your permission using information from your Card or HSA check. Telephoning is the best way to limit your liability. You could lose all the money in your HSA if you do not notify us promptly.

• If you tell us within two (2) Business Days after you learn of the loss or theft of your Card, you can be liable for no more than $50.00 if you did not follow our Card use instruction or if you are liable for $50.00 and the first $50.00 occurred in a CD account and/or ATM transaction.

• If you do NOT tell us within two (2) Business Days after you learn of such loss or theft of your Card, and Chase can prove that Chase could have stopped someone from using your Card without your permission if you had told Chase, you could lose as much as $500.00.

• Also, you should review your monthly statements which are available online at the Bank on the back of your Card or you may request a monthly statement by mail to you. A fee may apply for mailed statements. If any statement or transaction record shows transactions that you did not authorize, including those made by Card, code or other means, tell Chase at once. If you do not tell Chase within sixty (60) days after the earlier of the date Chase made the unauthorized transfer available to you and the date the statement was first mailed to you, you may not bring back any money you lost after the sixty (60) days if Chase can prove that Chase could have stopped someone from taking unauthorized transactions from your Card without your permission if you had told Chase.

• If a good reason, such as a long trip or a hospital stay, kept you from telling Chase, Chase will extend the time periods.

b. Signature Purchase Transactions

• In the case of use of your Card by an unauthorized individual for Signature Purchase Transactions, you will not be liable and your Card will be re-credited following Chase’s review of your claim as long as: (1) your Card Account is in good standing; (2) no more than two incidents of unauthorized use involving your Funds have been reported in the last 18 months; and (3) you used reasonable care in safeguarding the Card.

• If these conditions have not been met for Signature Purchase Transactions, you may be liable for no more than $50.00 if someone used your Card without your permission before notification to Chase. If these conditions have not been met for PIN Purchase Transactions, your liability is as stated in section 14.

11. Account Information Disclosure

Chase will not disclose information about the use of your Card and about your Card Funds, or the transfers you make, to third parties except that you hereby authorize Chase to share any such information with your employer, any healthcare plan administrator and/or insurance company otherwise provided in the JPMorgan Chase Bank, N.A. Health Savings Account Privacy Policy.

12. Written Records

You may receive a periodic paper statement about the activity in your Card and a fee may apply. Electronic copies of your monthly statement are available online at no cost. Alternatively, you can view your transaction activity online at the Website listed on the back of your Card or you can call Customer Service. To access your electronic account record, you need access to the Internet. This service is commercially available.

At any time you can request that paper statements be mailed on a periodic basis to your last address on file by electing paper statement delivery on the Website or by calling Customer Service. If you do so, a monthly fee will apply. Also, if you do not elect to receive a paper statement, you can still obtain a paper copy of a particular statement by calling Customer Service. A statement copy fee may apply.

13. Replaced or Reissued Cards

If you provide authorization to a merchant to bill charges on a recurring basis to your Card, and a replacement Card or credit has been issued to you, you must provide that merchant with your new Card Funds number and/or expiration date in order to permit the merchant to continue to bill the recurring charges to your Card. If a merchant has an arrangement with the Bank or one of its affiliates, then we may provide such merchant with your Card number, card, and/or expiration date in order to permit the merchant to continue to bill the recurring charges to your Card until you notify us and the merchant that you have withdrawn your authorization.

14. In case of Errors or Questions about Your Electronic Transfers

If you think any of your statement or transaction record is wrong or if you need more information about a transaction listed on a statement or transaction record, you should notify Chase by writing to Chase at the address as shown on the records of the Bank or via the e-mail address or telephone address shown on your statement, the Website or your Card as soon as you can. Chase must hear from you NO LATER THAN SIXTY (60) days after the earlier of the date your statement was mailed to you and the date the statement was first made available to you on the Website. In your communication be prepared to provide Chase with:

a. Your name and the account/Card number.

b. A description of the error or the transaction that you are unsure about, and explain clearly as you can why you believe it is an error or why you need more information.

c. The dollar amount of the suspected error.

If you initially tell Chase via telephone, Chase may require that you send your error notice, complaint or question in writing within ten (10) Business Days. Chase will tell you the results of its investigation within ten (10) Business Days (Chase may take up to ninety (90) days to investigate for new accounts (meaning accounts opened more than thirty days prior to the date of the error), Purchase Transactions and foreign-initiated transactions) after hearing from you. If Chase is unable to tell you the results of its investigation, Chase must do so within forty-five (45) days (ninety (90) days for new accounts, Purchase Transactions and foreign-initiated transactions) for the amount you think is in error, so that you will have the use of the money during the time it takes Chase to complete its investigation. Chase may extend the investigation period to forty-five (45) days (ninety (90) days for new accounts, Purchase Transactions and foreign-initiated transactions) for the amount you think is in error. Chase will inform you of any extension to this period in writing.

If Chase decides to do this, Chase will provisionally credit your HSA within ten (10) Business Days (twenty (20) Business Days for new accounts, Purchase Transactions and foreign-initiated transactions) for the amount you think is in error to allow you to have the use of the money during the time it takes Chase to complete its investigation. Chase may extend the investigation period to forty-five (45) days (ninety (90) days for new accounts, Purchase Transactions and foreign-initiated transactions) for the amount you think is in error. Chase will inform you of any extension to this period in writing.

If you think Chase has made an error in your favor, you may file a formal complaint with the Federal Reserve Bank of New York, in which case you will receive written notification from the Federal Reserve Bank of New York, as required by federal law. Chase does not extend the time periods.