

# Aetna HealthFund® Health Savings Account Visa® Debit Card

## Program Terms, Conditions and Disclosures

These Program Terms, Conditions and Disclosures (“Terms and Conditions”) set forth the terms and conditions under which you may use the Aetna HealthFund® Health Savings Account Visa® Debit Card (“Card”). The Card is issued to you by JPMorgan Chase Bank, N.A. (also referred to in these Terms and Conditions as “Chase,” “Bank,” “we,” and “us”). Aetna is the custodian of your Aetna HealthFund® Health Savings Account (“HSA”) as referenced in your Health Savings Account Enrollment Package (“HSA Enrollment Package”). In these Terms and Conditions, the words “you” and “your” refer to the person to whom the Card is issued and any other person who you authorize to use the Card. If the program allows additional Cards to be issued and you authorize the Bank to issue 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 Enrollment Form from the HSA Enrollment Package. You must sign the Card before using it. By receiving and using the Card, you agree with the Bank that the Card, and the money or funds stored in the Card account, which is the Aetna HSA account into which all funds transfers made to or by you are made (the “Card Account”), are subject to these Terms and Conditions. You further agree to the terms and conditions of the Aetna HealthFund® HSA Custodial Account Agreement included in your HSA Enrollment Package. The Card may be offered to you through an intermediary (such as an employer, health care 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 Account without your permission. Call HSA Customer Support for that purpose at 1-866-524-2562. Hearing-impaired customers with TTY equipment may call 1-866-872-3357.

For general Card Account inquiries, call 1-866-324-8510, or write to us at HSA Customer Support, P.O. Box 2616, Secaucus, New Jersey 07096-2616. For other questions about the program, you may wish to contact your employer, health care plan administrator and/or insurance company, or other sources that may be initiating deposits to your Card Account.

### 2. Deposits

Deposits to your Card Account will be made in accordance with the provisions in the HSA Enrollment Package and in your Enrollment Form.

### 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 other persons to use your Card, you are responsible for any transactions they authorize from your Card Account. You understand and agree that your use of your Card and the Card Account shall be consistent with the requirements of health savings accounts as specified in Section 213(d) of the Internal Revenue Code. Neither the Bank, your employer, the health care plan administrator and/or insurance company, nor any other person other than you shall be responsible for, control or otherwise monitor your use of your Card or the Card Account.

### 3a. ATM Transactions

If your HSA program allows, you may use your Card at Chase or Bank One automated teller machines (“Chase ATMs”) or at the ATMs of other financial institutions with which Chase has agreements permitting such use (referred to in this Agreement as “Network Agreements,” and a machine covered by any such agreement is referred to as a “Network ATM”) by using the personal identification number (“PIN”) you have selected. The service mark of Network ATMs can be found on the back of your Card. To protect against unauthorized use of your Card, do not write your PIN on your Card or keep your PIN in the same place as your Card. You may use your Card, along with your PIN, at ATMs to:

- withdraw cash from your Card Account, or
- learn the balance in your Card Account.

### 3b. Purchase Transactions

If your HSA program allows, you may use your Card to purchase goods and services from participating merchant(s) displaying the service mark of any network that appears on the back of 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 Account.

If your Card bears the applicable card association debit brand mark, you may make purchases at participating merchant(s) that accept the applicable card association’s debit cards (each a “Signature Purchase Transaction”). These transactions may require your signature on the merchant’s receipt. Generally, we will place a hold on funds in your Card Account 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 Chase approval. Such approvals are referred to in this Agreement as “Authorizations.” Chase may limit the number of Authorizations provided to you each day as, for example, where called for by the procedures used to safeguard your Card Account. If for any reason the financial institution requesting the authorization is not able to contact us, or we are not able to respond to it for any reason, you may not be able to complete the transaction even though it would not exceed your available balance or the limitations contained in these Terms and Conditions.

### 5. Negative Balance

If you do withdraw more than the amount in your Card Account, whether or not that overdraft is authorized, the amount you withdraw that exceeds the amount in your Card Account will create a negative

balance in your Card Account and could result in a fee. We will deduct the amount of any overdraft then outstanding from your next deposit(s) and you agree that we may do so and hereby authorize us to do so. The amount we will deposit in your Card Account for you therefore will equal the amount you would have received MINUS the amount of that overdraft. If there are no more credits to your Card Account after a negative balance is created, you shall pay us the amount of the overdraft within ten (10) days after the overdraft is created.

### 6. Certain Limitations on Card Use

Use of your Card and the privileges associated with it can be cancelled by Chase at any time for any reason and without prior notice to you. The Card remains Chase’s property and if we ask you to, you must return it to Chase, 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 from 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 will not allow you to pay for goods or services by paying for them in part with cash and in part by using the Card.

### 7. Fees

You authorize the Bank to charge your Card Account – without notifying you – for the fees described in your HSA Enrollment Package, Fee Schedule or any other documents provided to you by the Bank. Please see the HSA Enrollment Package, Fee Schedule or any other documents provided to you by the Bank for a complete listing 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 of such increase, change or imposition at least thirty (30) days in advance and that, if the Bank does so, your Fee Schedule and/or these Terms and Conditions 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 and the Card Account may change. You agree that an acceptable means of notifying you of any change 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 conversion procedures in

effect at the time the transaction is processed. Currently, the currency conversion rate used to determine the transaction amount in U.S. Dollar is either (i) wholesale market rate or (ii) government mandated rate in effect one day prior to the processing date, increased by one percent in each case. The applicable card association either charges us or 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 (a “Business Day” is Monday through 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. Telephoning is the best way to limit your liability. You could lose all the money in your account if you do not inform us promptly of the loss or theft of your Card.
- If you believe that your Card has been lost or stolen, and you tell Chase within two (2) Business Days after you learn of such loss or theft, you can be liable for no more than \$50 if someone used your Card without your permission.
- If you do NOT tell Chase within two (2) Business Days but you inform us less than sixty (60) days after you learn of such loss or theft of your Card and Chase can prove Chase could have stopped someone from using your Card without your permission if you had told Chase, you could lose as much as \$500.
- Also, if any statement or transaction record shows transactions that you did not authorize, tell Chase at once. If you do not tell Chase within sixty (60) days after that statement was made available to you by first appearing on the Website, you may not get back any money you lost after the sixty (60) days if Chase can prove that Chase could have stopped someone from taking the money if you had told Chase in time.
- If a good reason, such as a long trip or a hospital stay, kept you from telling Chase, Chase will extend the time periods.
- You and each of the persons to whom your Card has been issued at your request are jointly and individually responsible for all transactions resulting from the use of your Card. Therefore, take precautions to safeguard your Card and PIN at all times.

#### 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 Account 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 Card Account have been reported in the last 12 months; and (3) you used reasonable care in safeguarding the Card.

- If these conditions have not been met for Signature Purchase Transactions, you can be liable for no more than \$50 if someone used your Card without your permission before notification to Chase.

c. Account Balance Pending Review

- Notwithstanding your potential liability as indicated in Sections 10a and 10b above, during the time it takes Chase to review your claim of use of your Card by an unauthorized individual, you will not have access to the amount in dispute. If you have check writing capability, you will need to ensure that you have enough money in your Card Account for the payment of checks, pre-authorized debits and other transactions.

### 11. Account Information Disclosure

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

### 12. Written Records

If your HSA program allows, you may receive a periodic paper statement about the activity in your Card Account and a fee may apply. You may have requested on the HSA Enrollment Form that we not provide you with a periodic Card Account statement. In that case, you will not be charged the monthly statement fee. To get transaction details, you can view your transaction history online at the Website or you can call Customer Support. To access your electronic account record, you need access to the Internet with commercially available browsers or a telephone.

At any time you can request that paper statements be mailed on a periodic basis to your last address on file by calling Customer Support. If you do so, the same monthly fee will apply. Also, if you select the option to suppress your periodic Card Account statement, you can still obtain a paper copy of a particular statement by calling Customer Support. 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 Account, and if a replacement Card or a reissued Card has been issued to you, you must provide that merchant with your new Card Account number and/or expiration date in order to permit the merchant to continue to bill the recurring charges to your Card Account. If a merchant has an arrangement with the Bank or one of its affiliates, then we may provide such merchant with your Card status, Card Account number, and/or expiration date in order to permit the merchant to continue to bill the recurring charges to your Card Account 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 Card Account statements or transaction records are wrong, or if you need more information about a transfer listed on any Card Account statement or transaction record, telephone or write to Customer Support at the telephone number or address shown on your Card Account statement as soon as you can. Chase must hear from you no later than sixty (60) days after it sent or made available to you the first statement or transaction record on which the problem or error appeared.

- a. Tell Chase your name and the number of the Card involved.
- b. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- c. Tell Chase the dollar amount of the suspected error.
- d. Tell Chase if the transaction took place at a Chase ATM or at a Network ATM, or if it was a PIN Purchase Transaction or a Signature Purchase Transaction.

If you tell Chase orally, Chase may require that you send your complaint or question in writing within ten (10) Business Days. Chase will tell you the results of its investigation within ten (10) Business Days (twenty (20) Business Days for Purchase Transactions and foreign-initiated transactions) after Chase receives written confirmation of your claim, and Chase will correct any error promptly. However, if Chase needs more time to complete the investigation of your complaint or question, Chase may extend the investigation period to forty-five (45) days (ninety (90) days for Purchase Transactions and foreign-initiated transactions). If Chase decides to do this, Chase will re-credit your Card Account within ten (10) Business Days (twenty (20) Business Days for Purchase Transactions and foreign-initiated transactions) for the amount you think is in error so that you will have use of the money during the time it takes Chase to complete the investigation. If Chase asks you to put your complaint or question in writing and Chase does not receive it within ten (10) Business Days, Chase may not re-credit your Card Account. If Chase decides that there was no error, Chase will send you a written explanation within three (3) Business Days after Chase finishes the investigation. 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 Account on time or in the correct amount according to our agreement with you, we will be liable for such losses or damages as 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 Account.
- 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 manner 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 and the Card Account shall be governed by the laws of the State of New York (without reference to the conflict of laws rules of that state). In addition, any dispute arising from or related to your Card and the Card Account shall be governed by federal laws and regulations, Federal Reserve Bank rules and Operating Circulars, local clearinghouse 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. Funds in the 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 transmission, communicated 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 within thirty (30) days of your non-acceptance of the changes. If you do not, or if you use your Card after you receive any notice of change, you will have agreed to the changes.

### 21. USA PATRIOT Act Disclosure

Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (“USA Patriot”) Act of 2001 requires the Bank to implement reasonable procedures to verify the identity of any person seeking to open an account with the Bank. You acknowledge that the Bank’s identity verification procedures require the Bank to request certain information from you or third parties regarding you and you agree to provide the Bank with, and consent to, the Bank obtaining from third parties any such information requested as a condition of opening an account with the Bank or using any service. For purposes of this provision, you, to the extent required by United States of America law or regulation, shall include any signatory on an account of yours. To the extent that you fail to provide or to consent to the provision of any such information, such failure shall be grounds for the Bank to not open any account or provide any service and/or to close any account or discontinue providing any service.

### 22. Important Information about Safeguarding Your Card

- a. Memorize your PIN and keep it confidential. We will not ask you to disclose your PIN, so remember:

- Never give the PIN to anyone, not even your employer.

- Don’t write the PIN on your Card.
- Avoid carrying the PIN with you.

If you forget your PIN, you may select a new one by accessing our Website or by calling Customer Support. There is no charge and you do not need to change your Card Account.

- b. Protect your Card as you would credit cards or cash.

- c. Minimize the time spent at the ATM (“ATM” for purposes of this Section 22 shall include both Chase ATMs and Network ATMs) by having your Card ready.

- d. Don’t fall for “con” games. Do not give out any information about your account number, expiration date or balance to anyone who calls you on the telephone. If anyone approaches you and asks you to withdraw money for any reason, leave the area at once and notify local police and us.

- e. Use common sense and be aware of your surroundings before, during and after your use of an ATM; defer transactions if circumstances cause you to be apprehensive for your safety. If anyone follows you after you leave an ATM, go immediately to a heavily populated, well-lighted area and call the police.

- f. Be aware that, notwithstanding security measures, access to the ATM facility is sometimes obtained by persons who are not authorized cardholders. Close the entry door completely upon entering and exiting an ATM facility. Do not permit entrance to the facility by any unknown person at any time after regular banking hours.

- g. The activity within Chase ATM facilities in New York, New Jersey, Connecticut and Texas, and other states as required by applicable law, is recorded by surveillance cameras.

- h. Remember to remove your Card from the ATM and place withdrawn cash securely upon your person before exiting an ATM facility. Do not carry money in open view or in night deposit bags that are obvious targets.

- i. Stand between the ATM and anyone waiting to use the ATM so others cannot see your PIN or the transaction amount. Always take your receipts so that you can check them against your monthly statements or transaction records. If your transaction was not completed, be sure to cancel the transaction prior to leaving the ATM.

- j. When using a drive-up ATM, be sure it’s well-lighted. Be sure all windows except the driver’s are closed and doors locked.

- k. If you need emergency assistance due to criminal activity or medical emergency, call 911 at the nearest telephone.

Your Card is a convenient and easy way to withdraw cash, check account balances, pay for purchases and more. As with any financial tool – checks, credit cards or cash – security is everyone’s concern. Protect your Card and yourself by practicing these safety tips. If your Card is lost or stolen, notify the Bank immediately and we will cancel your old Card. Simply call Customer Support at the number listed in Section 1 above. If your dispute involves a purchase made as part of such a Signature Purchase Transaction, we will deal with that complaint in the same manner as we would deal with it had the transaction involved the use of a credit card.

[www.efundscard.com](http://www.efundscard.com)

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