

CHASE E-FUNDS HEALTH SAVINGS ACCOUNT

# *Individual Participant*

ENROLLMENT FORM



**Invest  
in  
your health**



THE RIGHT RELATIONSHIP IS EVERYTHING.®

A-105 (08/04)

# CHASE E-FUNDS HEALTH SAVINGS ACCOUNT

## Individual Participant Enrollment Form

This enrollment form is for a Chase E-funds Health Savings Account (HSA). By completing this enrollment form, you are selecting Chase as your HSA custodian.

### Instructions:

To expedite the enrollment process, please follow these steps:

1. Read the eligibility questions carefully to make sure you are eligible to open an HSA.
2. Provide your Social Security number at the top of the page where indicated.
3. Complete sections 1 through 5, and sign where indicated.
4. Sign the Enrollment Form and Adoption Agreement on page 13.
5. Return the completed Enrollment Form and Adoption Agreement to your broker or sales representative.
6. Use black ink only. Do not use pencil. If you make an error, strike through it, and then place your initials next to the correction. Do not use correction fluid or tape.

**Please Note:** Chase requires an initial contribution of \$50. The monthly minimum contribution is \$20. After your Enrollment Form and Adoption Agreement has been processed, you should receive your new Chase HSA debit card within 7-10 business days.

### Are You Eligible?

It is the responsibility of the individual participant to ensure they are eligible for an HSA. To be eligible to make HSA contributions, you must satisfy the following conditions established by law.

You qualify to enroll in an HSA if:

1. You have health coverage under a qualified high deductible health insurance plan (HDHP with a minimum annual deductible of not less than \$1,000 for single coverage or \$2,000 for family coverage).
2. You are not covered by another health insurance plan, other than another high deductible plan, or a plan providing specific, limited coverage (such as disease insurance, dental insurance, vision insurance, accident insurance or a hospital indemnity plan).
3. You are not enrolled for benefits under Medicare (generally after reaching age 65) and
4. You cannot be claimed as a dependent on another person's tax return.

If you do not meet all four of these qualifications, please do not complete this enrollment form.

**Please Note:** If you participate in a healthcare Flexible Spending Account (FSA), you may not be eligible to have an HSA. If you have an FSA, please check with a human resources specialist or with the Internal Revenue Service to ensure that your FSA is compatible with an HSA.

### Questions?

- For questions regarding your Chase HSA plan and enrollment, call 1-800-778-0898, Monday-Friday, 8 a.m. to 8 p.m. (Eastern Time).
- If you have questions regarding your Anthem Health plan, call the 1-800 number on the back of your Anthem member ID card.

**PERSONAL INFORMATION (SECTION 1)**

Social Security Number: \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Health Plan Policy Holder Name: \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_  
(Last) (First) (MI)

Mailing Address:

Street: \_\_\_\_\_

Apt. #: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Daytime Telephone #: \_\_\_\_\_

Evening Telephone #: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Anthem Health Plan Effective Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

I would like one additional free debit card issued to my spouse or family member listed below for my HSA account.

Second Card Holder Name: \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_  
(Last) (First) (MI)

To comply with the USA PATRIOT Act of 2001, we require you provide information from your driver's license:

Driver's License #: \_\_\_\_\_

Issuing state: \_\_\_\_\_

Issuance date: \_\_\_\_\_

Expiration date: \_\_\_\_\_

## MAXIMUM ANNUAL CONTRIBUTION WORKSHEET (SECTION 2)

Social Security Number: \_\_\_\_\_

Your maximum annual contribution to a Health Savings Account in calendar year 2004 is determined by several factors, including:

- The health plan deductible
- Single versus family coverage
- Your age (Eligible participants over the age of 55 may make a catch-up contribution of \$500 per year.)
- The date at which eligibility for participation in an HSA starts
- The maximum annual contribution allowed by law (subject to cost of living adjustments)

The following worksheets are designed to help you calculate your maximum annual contribution. If you need assistance, please call the Chase HSA customer service center at 1-800-778-0898, Monday - Friday, 8 a.m. to 8 p.m. (Eastern Time).

	<b>Single Coverage</b>	<b>Health Plan Effective Date:</b> _____	<b>Family Coverage</b>	<b>Health Plan Effective Date:</b> _____
First, we need to know what your 2004 health plan deductible is. This information is provided on your Anthem HDHP enrollment form.	Enter your 2004 health plan deductible on Line 1. If you are covered by more than one plan, use the smallest deductible in force.	Line 1 _____	Enter your 2004 health plan deductible on Line 1. If you are covered by more than one plan, use the smallest deductible in force.	Line 1 _____
Next we are going to calculate the maximum annual amount allowed for 2004.	If the amount on Line 1 is greater than \$2,600, enter \$2,600 on Line 2. Otherwise, enter the amount from Line 1.	Line 2 _____	If the amount on Line 1 is greater than \$5,150, enter \$5,150 on Line 2. Otherwise, enter the amount from Line 1.	Line 2 _____
Regulations allow individuals over age 55 to make additional annual contributions.  <b>(Note: you can apply this rule only once in a calendar year.)</b>	If you will reach 55 years of age before the end of 2004, enter \$500 on Line 3.	Line 3 _____	Add \$500 for yourself and/or your spouse who will be 55 years of age or more before the end of 2004. Enter amount on Line 3.	Line 3 _____
	Add Line 2 to Line 3 and enter the amount on Line 4.	Line 4 _____	Add Line 2 to Line 3 and enter the amount on Line 4.	Line 4 _____
Line 5 determines your monthly contributions.	Divide the number on Line 4 by 12. Enter amount on Line 5.	Line 5 _____	Divide the number on Line 4 by 12. Enter amount on Line 5.	Line 5 _____

*continued on page 4*

## CHASE E-FUNDS HEALTH SAVINGS ACCOUNT

Social Security Number: \_\_\_\_\_

	<b>Single Coverage</b>	<b>Health Plan Effective Date:</b> _____	<b>Family Coverage</b>	<b>Health Plan Effective Date:</b> _____
Now, we need to determine how much you are allowed to contribute on a pro-rated basis for 2004. This is based on the month your HDHP starts.	On Line 6, enter the number of complete months in calendar year 2004 in which your health plan will be in force. (For example, if your plan starts September 15th, enter 3, for November 1st, enter 2, and so on.)	Line 6 _____	On Line 6, enter the number of complete months in calendar year 2004 in which your health plan will be in force. (For example, if your plan starts September 15th, enter 3, for November 1st, enter 2, and so on.)	Line 6 _____
Line 7 indicates what your allowable yearly contributions are for 2004 based on your HDHP.	Multiply Line 4 by Line 6 and enter the amount on Line 7.	Line 7 _____	Multiply Line 4 by Line 6 and enter the amount on Line 7.	Line 7 _____
You must deduct any payments you make to other HSAs or MSAs from your maximum allowable contribution for 2004.	On Line 8, enter the total amount of payments to other HSA or MSA accounts in your name for 2004.	Line 8 _____	On Line 8, enter the total amount of payments to other HSA or MSA accounts in your name or your spouse's name that apply for 2004.	Line 8 _____
And, finally you arrive at your maximum contribution limit for 2004.	Subtract Line 8 from Line 7, and enter the result on Line 9. This is your maximum contribution limit.	Line 9 _____	Subtract Line 8 from Line 7, and enter the result on Line 9. This is your maximum contribution limit.  <small>Please note: If a spouse is a participant in an HSA/HDHP certain limitations may apply to the above calculation.</small>	Line 9 _____
It is the responsibility of the individual participant to ensure they are eligible for an HSA and have calculated the correct maximum contribution for a given calendar year.				

## CONTRIBUTION AUTHORIZATION (SECTION 3)

Social Security Number: \_\_\_\_\_

Policy Holder Name: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Last First MI

### Rollover Contribution:

If you currently have a Medical Savings Account (MSA) or Health Savings Account (HSA) with another financial institution, you may roll funds from this account into your new Chase HSA. Please call the Chase HSA customer service center at 1-800-778-0898, Monday - Friday, 8 a.m. to 8 p.m. (Eastern Time) to obtain a rollover form.

### Contribution Criteria:

- There is a \$50 initial deposit to open your Chase HSA.
- There is a one-time, non-refundable \$20 fee for processing your Chase HSA enrollment.
- The minimum monthly contribution to your Chase HSA is \$20.
- Your total annual contribution for 2004 must NOT exceed the amount allowable by law. If you exceed your allowable annual contribution, you may be subject to IRS tax penalty.

You must check both boxes below to enroll in a Chase HSA:

1. I authorize Chase to deduct an initial deposit in the amount of \$\_\_\_\_\_ from my designated bank account (minimum \$50 initial deposit required). A one-time, non-refundable Chase HSA processing fee of \$20 will be included in this initial minimum.
2. I authorize Chase to deduct a monthly electronic funds transfer (EFT) withdrawal from my designated bank account in the amount of \$\_\_\_\_\_ (monthly minimum: \$20).

**Please Note:** Your total annual contribution for 2004 must NOT exceed the amount allowable by law. Please read Section 5 below (and consult with your tax advisor to review your specific circumstances) to determine your allowable HSA contribution. If you exceed your allowable annual contribution, you may be subject to IRS tax penalty.

### Authorization:

**To begin the EFT withdrawal, we need your designated bank account information. Please attach a voided check.**

All participants are required to use an EFT monthly withdrawal for on-going contributions. It is the participant's responsibility to ensure there are sufficient funds available in their account at the time of withdrawal.

I hereby authorize JP Morgan Chase Bank (Chase) to initiate debit entries to the account indicated on the attached check. The debit will occur approximately 30 days from your account open date. JP Morgan Chase may, for business reasons, modify the date of the EFT monthly withdrawal by incrementing the number of days between monthly withdrawals.

This authority is to remain in full force and effect until JP Morgan Chase Bank has received written notification from me of its termination in such time and in such manner as to afford a reasonable opportunity to act on it.

X \_\_\_\_\_

(Signature of Payor)

(Date Signed)

**PLEASE ATTACH VOIDED CHECK HERE**

## OPTIONAL BENEFICIARY DESIGNATION (SECTION 4)

Social Security Number: \_\_\_\_\_

Please list one or more primary beneficiaries for your HSA, indicating the beneficiary percentage that should be provided to each primary beneficiary in the event of your death (the percentages should add to 100%). If a primary beneficiary should predecease you, his or her interest, as well as the interests of his or her heirs, will terminate completely and the percentage share of the surviving primary beneficiaries will be increased on a pro-rata basis. If you do not designate beneficiaries, HSA funds will become part of your estate after your death. Please refer to Section 11.05 of the Chase HSA Custodial Account Agreement for more detailed provisions regarding beneficiaries. This beneficiary designation is effective upon receipt by Chase and unless otherwise specified cancels all previous designations on file with Chase.

### Primary Beneficiary 1

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_  
Street Address: \_\_\_\_\_ City, State: \_\_\_\_\_, \_\_\_\_\_ Zip Code: \_\_\_\_\_ - \_\_\_\_\_  
Phone #: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Relationship: \_\_\_\_\_ Beneficiary %: \_\_\_\_\_

### Primary Beneficiary 2

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_  
Street Address: \_\_\_\_\_ City, State: \_\_\_\_\_, \_\_\_\_\_ Zip Code: \_\_\_\_\_ - \_\_\_\_\_  
Phone #: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Relationship: \_\_\_\_\_ Beneficiary %: \_\_\_\_\_

### Primary Beneficiary 3

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_  
Street Address: \_\_\_\_\_ City, State: \_\_\_\_\_, \_\_\_\_\_ Zip Code: \_\_\_\_\_ - \_\_\_\_\_  
Phone #: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Relationship: \_\_\_\_\_ Beneficiary %: \_\_\_\_\_

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**Contingent beneficiaries** will receive your HSA assets in the event all of your primary beneficiaries predecease you. Please list one or more contingent beneficiaries, together with the percentage of your HSA assets each should receive (the percentages you list for all contingent beneficiaries should sum to 100%).

### Contingent Beneficiary 1

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_  
Street Address: \_\_\_\_\_ City, State: \_\_\_\_\_, \_\_\_\_\_ Zip Code: \_\_\_\_\_ - \_\_\_\_\_  
Phone #: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Relationship: \_\_\_\_\_ Beneficiary %: \_\_\_\_\_

### Contingent Beneficiary 2

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_  
Street Address: \_\_\_\_\_ City, State: \_\_\_\_\_, \_\_\_\_\_ Zip Code: \_\_\_\_\_ - \_\_\_\_\_  
Phone #: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Relationship: \_\_\_\_\_ Beneficiary %: \_\_\_\_\_

X \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date Signed)

X \_\_\_\_\_ (Print Name)

# CHASE E-FUNDS HEALTH SAVINGS ACCOUNT

## Chase HSA Disclosure Statement

### Health Savings Account

The Chase Health Savings Account (HSA) enables participants to fund qualified medical expenses and accumulate savings to cover anticipated future health care needs. Under The Medicare Prescription Drug, Improvement, and Modernization Act of 2003, the HSA receives tax-favored treatment. The law authorizes both individuals and employers to use tax-advantaged HSAs with high-deductible health insurance plans.

### Eligibility

To be eligible to make contributions to a Chase HSA, you must have health coverage under a qualified high-deductible health insurance plan. You must not be covered by another health insurance plan, other than another high-deductible plan, or a plan providing specific, limited coverage (such as disease insurance, dental insurance, vision insurance, accident insurance or a hospital indemnity plan). Additionally, you cannot be enrolled for benefits under Part A or Part B of Medicare (generally reaching age 65) and may not be claimed as a dependent on another person's tax return.

### High-Deductible Health Insurance Plans

For 2004, a high-deductible health insurance plan is a health plan having a simple annual deductible of at least \$1,000 for individuals and \$2,000 for families, with out-of-pocket expenses capped at \$5,000 for individuals and \$10,000 for families. These limitations are subject to annual cost-of-living adjustments.

### Tax Deductions

Contributions to an HSA are tax deductible up to certain limits. For 2004, the deduction limit for individual coverage generally is the amount of the annual deductible under the health insurance plan or \$2,600, whichever is less. For 2004, the deduction limit for family coverage generally is the amount of the annual deductible under the health insurance plan or \$5,150, whichever is less. If your high-deductible policy begins after January, only a pro rata portion of the maximum may be contributed and deducted.

In addition, if you are an eligible individual age 55 or older, you may make an additional deductible contribution of up to \$500 per person to your HSA. If your high-deductible health plan begins after January, only a pro rata portion of the maximum may be contributed and deducted. Self-employed individuals can deduct 100% of their health insurance premiums for the 2004 tax year. As we are not providing you with tax advice and depending on your individual circumstances, there may be technical tax issues regarding the amount of the deductions available to you, you should consult with your tax advisor for further information.

### Distributions

The money in the HSA accumulates on a tax-deferred basis. Distributions for qualified medical expenses are not taxable. Distributions for reasons other than qualified medical expenses prior to age 65 are taxable and subject to a 10% tax penalty. Upon death, disability, age 65 or Medicare entitlement, funds can be withdrawn for non-medical reasons without penalty, but the distributions will be subject to income taxes. It is your obligation to retain adequate records to establish that distributions made are for qualified medical expenses.

### Rollovers

You are permitted to roll over funds from a Medical Savings Account (MSA) to your HSA on a tax-free basis. You are permitted to rollover HSA funds from one HSA to another HSA account once each year on a tax-free basis.

### Account Holder Responsibilities

It is up to each individual account holder to make sure contributions to the HSA do not go beyond the maximum limits. It is also the account holder's responsibility to make sure his/her distributions are for qualified medical expenses to be eligible tax-free treatment. These expenses are defined in Section 213(d) of the Internal Revenue Code. With access to an HSA debit card and optional checks, the account holder has the ability to withdraw funds at any time and for any reason.

### Claim Treatment

To receive network discounts from providers, the account holder should always present their insurance card first to ensure proper processing. The account holder chooses whether he/she will pay for claims with out-of-pocket funds, and thus maintain a higher HSA balance or pay for claims from his/her HSA. The account holder receives a Visa-branded debit card that permits direct payment for both treatment and medicines, or immediate reimbursement through an ATM. The account holder may also order checks that may allow the HSA to be used like a regular checking account for payment of qualified medical expenses.

### Compensation

Chase will pay compensation on the balances in HSA accounts. Chase will calculate compensation on a nightly basis (reflecting the balance available for transactions in the HSA and the compensation rate in effect that night), track compensation during the course of a month and credit compensation to accounts at the beginning of the next month. Participants who close their HSAs in mid-month will not be entitled to compensation not yet credited to their accounts. Balances accessible through your HSA debit card are FDIC-insured.

In 2005, Chase will provide information on a broader set of investment options to HSA holders, outlining the eligibility and procedures for investing in these options. Balances shifted to these investment options will not be immediately accessible via your HSA debit card and will not be FDIC-insured.

# CHASE E-FUNDS HEALTH SAVINGS ACCOUNT

## Administrative Fees

Chase will deduct the following fees from your HSA based on transactions you make with your HSA debit card or on your check writing activity:

HSA setup fee	\$20.00
Monthly account management fee	\$4.25 per month
Debit card transactions at merchant locations	[No charge, without limitation]
ATM cash withdrawals	\$1.00 per transaction
Replace lost or stolen debit card	\$15.00 per occurrence
Checks	
Check writing	\$1.25 per check processed
Stop check service	\$20.00 per occurrence
Non-sufficient funds	\$20.00 per occurrence
Duplicate check	\$10.00 per copy

**Notes:** Chase reserves the right to change any of the above fees and to impose additional fees upon prior written notice to you. If your employment status changes or your HDHP coverage status, your monthly account management fee and other transaction fees may increase.

1. **Negative Balance:** If your balance falls to or below \$0.00, Chase will deny requests for further transactions. If you do not make sufficient deposits in a 60-day period to return to a positive balance, Chase will close your HSA account.
2. **Ordering Checks:** If you wish to order checks, please follow the ordering instructions contained in the Chase Welcome Kit you will receive with your Chase HSA Card after enrollment.

## Reporting

A monthly statement will provide a summary of account contributions and disbursements for each individual HSA. You can view the balance of your HSA online at [www.efundscard.com](http://www.efundscard.com), or you can call a Chase customer service representative at 1-800-778-0898 to inquire about your balance. Chase will also send required forms annually to the IRS and the account holder to assist with year-end tax preparation.

## Beneficiary Designation

In case of death, remaining HSA funds will be forwarded to the indicated designee(s) identified on your Beneficiary Form. You may contact Chase to update your Beneficiary Form at any time. Beneficiaries must be identified by name, social security number and address.

# CHASE E-FUNDS HEALTH SAVINGS ACCOUNT (SECTION 5)

## Chase HSA Custodial Account Adoption Agreement

(Under Section 223 of the Internal Revenue Code)

The Participant whose name appears on the Chase HSA Enrollment Form is establishing a health savings account under the Internal Revenue Code section 223 to provide for his or her uninsured medical expenses. The participant acknowledges receipt of the accompanying Disclosure Statement. The Participant and JP Morgan Chase Bank (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 in excess of the maximum amount for an account owner with 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) (if permitted under this agreement) need not be in cash and are not subject to the maximum annual contribution limit set forth in Article II.

### Article II:

1. For calendar year 2004, the maximum annual contribution limit for an account owner with single coverage is the lesser of the amount of the deductible under the HDHP but not more than \$2,600. For calendar year 2004, the maximum annual contribution limit for an account owner with family coverage is the lesser of the amount of the deductible under the HDHP but not more than \$5,150. These limits are subject to cost-of-living increases after 2004.
2. Contributions to Archer MSAs or other HSAs count toward the maximum annual contribution limit to this HSA.
3. For calendar year 2004, an additional \$500 catch-up contribution may be made for an account owner who is at least age 55 and less than age 65. The catch-up contribution increases to \$600 in 2005, \$700 in 2006, \$800 in 2007, \$900 in 2008, and \$1,000 in 2009 and later years.
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) of the IRS Code.
2. The assets of this account may not be commingled with other property except in a common trust 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 of the IRS Code).

## CHASE E-FUNDS HEALTH SAVINGS ACCOUNT (SECTION 5)

### Article VI:

1. Distributions of funds from this HSA may be made at any time 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 10 percent tax on that amount. The additional 10 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 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 and the fair market value of the account will be taxable to that person (or the estate of the account owner) 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 below.

**Article XI:** 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; "Code" means the Internal Revenue Code; "Regulations" means the Treasury Regulations; and "Agreement" means this Chase HSA Custodial Account Agreement, the Chase E-funds Health Savings Account (HSA) Enrollment Package, the Chase HSA Enrollment Form and Adoption Agreement and the Chase E-funds Healthcare Card Program Terms, Conditions and Disclosures (the "Terms and Conditions").

11.01 Notices and Change of Address: Any required notice regarding this Agreement and/or the 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.

11.02 Representations and Responsibilities:

- a) 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 regarding any transaction, or if we receive ambiguous directions regarding any transaction, or 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 shall 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 shall 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 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); however, we have no duty to determine the validity of such appointment or any instrument appointing such authorized agent. We shall not be responsible for losses of any kind that may result from directions, actions or failures to act by your authorized agent, 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. You will have the periods of time provided in the Chase E-funds Healthcare Card Program Terms, Conditions and Disclosures ("Terms and Conditions") after you receive any documents, statements or other information from us to notify us in writing of any errors or inaccuracies reflected in those documents, statement or other information. If you do not notify us within such periods of time, the

## CHASE E-FUNDS HEALTH SAVINGS ACCOUNT (SECTION 5)

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

- b) An HSA shall be established and maintained under this Agreement only by you, acting individually and such HSA shall be for your exclusive benefit and that of your eligible beneficiaries.
- c) Except for rollover and transfer contributions, all contributions made by you shall be made in cash and shall be accompanied by such forms(s) as may be required by us. You shall be solely responsible for the amount of all contributions to the HSA and we shall have no responsibility or liability for determining the amount or applicable maximum of any contributions to the HSA and we shall have no responsibility or liability for any taxes, penalties or other consequences resulting from any such determination. We shall have no duty to enforce the collection of any funds or contributions or to require delivery of any such assets.
- d) Periodically and on the dates that may be prescribed by law or regulation, we shall mail to you at your last address on our records, a written report reflecting (i) the receipts, disbursements and other transactions effected by us during the period, (ii) the total assets and liabilities of the HSA at the close of the period, and (iii) such other information and reports as may be required by the Code or Regulations.
- e) No person, other than you (or, if you are deceased, your beneficiary) may require an accounting or bring any action against us. We shall have the right at any time to apply to a court of competent jurisdiction for a judicial settlement of the HSA or for a determination of any questions that arise with respect to the HSA. The only necessary party defendant to such action shall be you (or, if you are deceased, your beneficiary), but we may bring in as a party defendant another person(s). The costs of such action, including attorney's fees, shall be charged to the HSA.
- f) We shall be under no duty (i) to take any action other than as specified herein with respect to the HSA unless you furnish us with written instructions and such instructions are specifically agreed to by us in writing, or (ii) to defend or engage in any legal action with respect to the HSA unless we first agree in writing to do so and we are fully indemnified to our satisfaction.
- g) We, and others providing services to your HSA (including any brokerage agent, clearing broker or mutual fund manager), may conclusively rely upon and shall be protected in acting upon any written instruction or other communication received from you or your beneficiary and believed by us or those parties to be genuine and to have been properly executed. By performing services under this Agreement we are acting as your agent. You acknowledge and agree it is the intent of the parties hereto that to the fullest extent permitted by law, nothing in this Agreement shall be construed as conferring fiduciary status upon us. We shall not be required to perform any additional service unless specifically agreed to under the terms and conditions of this Agreement, or required under the Code and the Regulations promulgated thereunder with respect to HSAs. You agree to indemnify and hold us harmless from any and all claims, actions proceedings, damages, judgments, liabilities, cost 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, applicable Regulations or other applicable law.

11.03 Service Fees: We have the right to charge an annual or monthly 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 upon 30 day's notice to you that the fee will be effective. Any brokerage commissions attributable to the assets in your HSA will be charged to your HSA. You cannot reimburse your HSA for those commissions.

11.04 Investment of Amounts in the HSA: You have exclusive responsibility for and control over the investment of the assets of your HSA. All transactions shall 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 clearinghouse where the transaction is executed; our policies and practices, and this Agreement. After your death, your beneficiary(ies) shall have the right to direct the investment of your HSA assets, subject to the same conditions that applied to you during your lifetime under this Agreement (including, without limitation, Section 11.03 of this article). We shall 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 unless otherwise specifically agreed to the contrary, Chase HSA assets for which no investment discretions have been received (or for which directions have been received but are not reasonably understandable) will automatically be invested in a Chase custody account. 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 type of investment for your HSA assets, provided, however, that your selection of investments shall be limited to those types of investments that we offer or otherwise make available for investment by your Chase HSA. We, any of our nominees, any brokerage agent, or clearing broker may hold any security or other obligation held on behalf of the Chase HSA in bearer form by or through a central clearing corporation or depository. HSA Assets held on any business day shall be valued at fair market value computed in accordance with such commercially acceptable methods as may be determined by us in good faith to reflect their current fair market value.

11.05 Beneficiary(ies): If you die before you receive all of the amounts in your HSA, payments from your HSA will be made to your beneficiary(ies). 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. Unless otherwise specified, each beneficiary designation you file with us will cancel all previous ones. Unless you are married and live in a community or marital property state, the consent of a beneficiary shall not be required for you to revoke your beneficiary. If you are married and live in a community or marital property state and name someone other than, or in addition to, your spouse, your spouse must consent in writing to the designation. If you have designated both primary and contingent beneficiary(ies) and no primary beneficiary(ies) survives (survive) you, the contingent beneficiary(ies) shall acquire the designated share of your HSA. If you do not designate a beneficiary(ies), or if all of your primary and contingent beneficiary(ies) predecease you, your estate will be the beneficiary. If multiple beneficiaries are designated and are not classified, each shall be deemed to be entitled to an equal share of all amounts that become payable to such beneficiaries under the same terms and conditions applicable to all other such beneficiaries. If multiple beneficiaries are designated within the same class of beneficiaries, each beneficiary within the same class shall be deemed to be entitled to an equal share of all amounts that become payable to the beneficiaries in such class, upon the same terms and conditions applicable to all other such beneficiaries. To the

## CHASE E-FUNDS HEALTH SAVINGS ACCOUNT (SECTION 5)

extent that any person shall be required to survive another in order to become entitled to receive payments from the HSA, if both such persons shall die in circumstances in which there is substantial doubt as to which shall have been the first to die, the person required to survive in order to be entitled to benefits shall be deemed to have predeceased the other. A spouse beneficiary shall have all rights as granted under the Code or applicable Regulations to treat your HSA as his or her own. We may allow, if permitted by State law, an original HSA beneficiary(ies) (the beneficiary(ies) who is (are) entitled to receive distribution(s) from an inherited HSA at the time of your death) to name a successor beneficiary(ies) for the inherited 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 the original HSA beneficiary's(ies) lifetime. Unless otherwise specified, each beneficiary designation form that the original HSA beneficiary(ies) files with us will cancel all previous ones. The consent of a successor beneficiary(ies) shall not be required for the original HSA beneficiary(ies) to revoke a successor beneficiary(ies) designation. If the original HSA beneficiary(ies) does (do) not designate a successor beneficiary(ies), his or her (their) estate will be the successor beneficiary. In no event shall the successor beneficiary(ies) be able to extend the distribution period beyond that required for the original HSA beneficiary. There are tax consequences that may arise upon the death of any of you or any beneficiary. You are responsible to consult your tax advisor regarding the effects of any such occurrence.

11.06 Withdrawals and Distributions: You are responsible for making all withdrawals from the HSA in accordance with the Code and applicable Regulations. Distributions will be made in accordance with Agreement in the event of your death. We will not be liable for any penalties or taxes related to your withdrawals or distributions from the HSA.

11.07 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 90 days after we mail written notice of our resignation to you. Upon receipt of that notice, you must make arrangements to transfer your HSA to another trustee or custodian. If you do not complete a transfer of your HSA within 90 days from the date we mail the notice to you, we have the right to transfer your HSA assets to a successor HSA custodian or trustee that we choose in our sole discretion, or we may pay your HSA to you in a single sum. We shall not be liable for any actions or failures to act on the part of any successor custodian or trustee, 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 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; and any penalties or surrender charges associated with the early withdrawal of any savings instrument or other investment in your HSA. If we are required to comply with applicable Regulations and we fail to do so, or we are not keeping the records, making the returns or sending statements as are required by forms or Regulations, the IRS may, after notifying you, require you to substitute another custodian or trustee. 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.

11.08 Successor Custodian: If our organization changes its name, reorganizes or 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) shall automatically become the custodian or trustee of your HSA, but only if it is the type of organization authorized to serve as an HSA custodian or trustee.

11.09 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 mail the amendment, you notify us in writing that you do not consent.

11.010 Withdrawals and Transfers: All withdrawals from the HSA must be made in accordance with the Terms and Conditions. Any request for the transfer of the balance in the HSA must be in writing on the form provided by or acceptable to us. All withdrawals and transfers are subject to this Agreement, the Code and applicable Regulations. We will have no responsibility or liability for compliance with the Code and applicable Regulations or for any taxes, penalties or other consequences in connection with any withdrawals or transfers requested by you. Please contact us for instructions if you wish to return to the HSA a withdrawal or transfer that you believe was made by mistake.

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

11.012 Restrictions on the HSA: Neither you nor any beneficiary may sell, transfer, exchange, borrow or lend money, or pledge any interest in your HSA in any manner whatsoever, except as provided by law or this Agreement. The assets in your HSA shall not be responsible for the debts, contracts or torts of any person not entitled to distributions under this Agreement.

11.013 Transfers from Other HSAs: We can receive amounts transferred to this HSA from the trustee or custodian of another HSA but such transfers must be made in accordance with applicable Regulations. We reserve the right not to accept any transfer in our sole discretion. Please contact us for instructions if you wish for us to consider receiving such a transfer.

11.014 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 shall govern. If any part of this Agreement is held to be illegal or invalid, the remaining parts shall 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 shall be construed as a waiver of such provisions, or your right or our right thereafter to enforce each and every such provision.

## CHASE E-FUNDS HEALTH SAVINGS ACCOUNT

Social Security Number: \_\_\_\_\_

Do not provide me with a monthly Chase E-funds Account Statement. I prefer to view my monthly transaction history online at [www.efundscard.com](http://www.efundscard.com) or call Customer Support at 1-800-778-0898 to get transaction details or to request an activity statement. Once you receive your Chase Welcome kit, your account is open and you can call 1-800-778-0898 to request to receive a paper statement sent via the U.S. Postal Service.

### SIGNATURE

I have received, read and agree to the terms, conditions and disclosures contained in this Chase E-funds Health Savings Account (HSA) Enrollment Package. I certify that the information in this Enrollment Form and Adoption Agreement including but not limited to my social security number is true and correct. I appoint JPMorgan Chase Bank as my HSA custodian. I am eligible to establish this HSA, and shall comply with all laws and regulations governing HSAs, If I am making a rollover deposit to this HSA, I certify that the funds are eligible for such rollover. I acknowledge that JPMorgan Chase Bank shall not be liable for any tax or other consequences in connection with my HSA or contributions to it.

Signature:  \_\_\_\_\_

Print Name:  \_\_\_\_\_

Date: \_\_\_\_\_



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