Cigna Choice Fund® Health Savings Account (HSA), Powered by Chase

Terms and Conditions for Enrolling in the Choice Fund® HSA and opening an HSA with JPMorgan Chase Bank, N.A.

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Cigna Choice Fund® Health Savings Account (HSA), Powered by Chase

This HSA Adoption Agreement (the "Adoption Agreement") is for a Cigna Choice Fund Health Savings Account ("HSA"), powered by Chase that is provided by JPMorgan Chase Bank, N.A ("Chase"), as custodian. By agreeing to the Adoption Agreement, you are selecting Chase as your HSA custodian, are agreeing to the fees, terms and conditions associated with the HSA and are requesting Chase to open an HSA on your behalf.

General Instructions

To start the enrollment process, please take the following steps:

1. Read through this entire Adoption Agreement carefully.
2. ***Make a copy of this Adoption Agreement for your records.***

Please Note: Federal law requires that all financial institutions must verify the identity of prospective account holders before creating a depository account in their names. Accordingly, Chase will use information provided by your employer (including your name, home address, date of birth and social security number) to verify your identity. If Chase is not able to verify your identity, you may be notified by Chase to provide additional documentation to verify your name, social security number or address. This is necessary for Chase to be able to open the account. Chase will not open an HSA in your name until they are able to satisfy the requirements for the federal government.

Please Note: After your Enrollment has been processed and your identification has been verified by Chase, you will receive your new HSA cash account debit card by the latter of your plan effective date or within 7-10 business days.

IMPORTANT INFORMATION ABOUT YOUR CHASE HSA

Thank you for choosing the Chase HSA. Below is some important information about your HSA.

HSAs & Eligibility

The HSA enables you to pay for qualified medical expenses and accumulate savings to cover anticipated future health care needs. You can make contributions, earn interest and spend your money on qualified medical expenses all tax-free. In order to be eligible, you must meet the conditions set by law. Please review those conditions before you establish the HSA. If you have any questions, contact your tax advisor.

Contributing to your HSA

You can make contributions to an HSA up to certain limits. These limits are updated annually by the federal government. Maximum contributions are based upon maintaining enrollment in a qualified HSA medical plan on the 1st of the month for 12 months of the calendar year. For enrollment less than 12 months, you may not be eligible for the maximum contribution. Please consult with your tax advisor for further information.

You may make contributions to your HSA by authorizing an Electronic Funds Transfer (EFT) or by sending check directly to Chase at any time to contribute funds to your HSA. Check with your employer to find out if contributions will be made on your behalf, and if you are permitted to make HSA contributions through payroll deductions. Another way to contribute or add funds is to rollover funds from an existing HSA or Medical Savings Account ("MSA") held at another institution.

Using your HSA

Once approved and enrolled you will receive a debit card that permits you to make direct payments for eligible medical expenses not covered by your high deductible health plan ("HDHP") or to obtain cash reimbursement for qualified expenses through an ATM - providing you with easy access to your funds. You can also access your HSA funds by writing a check.

Interest Earnings

Chase offers a competitive interest rate on your HSA and the earnings are federal tax-free. Interest is compounded daily and credited to your account monthly. To find out the current interest rate, contact Customer Service or check your transaction history online.

Investment Account

You have the option to invest in mutual funds from a designated slate of investments based on the terms described in your agreement. Account holders will be required to make an initial transfer of funds from their HSA cash account of at least $2000. Participants in the HSA investment account service will be charged service fees. Service fees, eligibility criteria, minimum investment requirements and initial funds transfer amounts are subject to change.

Optional Payment to Provider for Medical Claims

You have the option of having Cigna pay your medical expenses (that are not covered by the high deductible health plan) directly from your HSA Cash Account. This option is called AutoPay. Under this option, Cigna will automatically pay most medical claims submitted by your doctor, hospital, or other medical care provider to Cigna Health Care from your HSA cash account. Chase will reduce your HSA Cash Account balance by the amount Cigna pays your provider. Should you elect AutoPay, please note that, upon request from you or your provider, Cigna may inform your provider whether you have sufficient funds available in your HSA account to cover a specified estimated expense, such as a service or treatment you and your provider are considering.

If you believe that Cigna has paid a claim incorrectly, you can contact Member Services at the toll-free number on your card. Cigna's complaint-handling process is designed to hear and act on your complaint or concern about Cigna and/or the quality of care you receive, provide a courteous, prompt response, and to guide you through the grievance process. In the event that there is a refund to be made to you due to an adjusted or incorrectly paid claim, the amount in excess of the correct amount that should have been paid from your account for such claim shall be returned to your HSA bank account. If you would like to have the AutoPay service, you may elect it on the enclosed HSA Enrollment Form and Adoption Agreement. If you do not make this election at this time, you may elect it at a later date through an AutoPay Election Form which you obtain from Cigna. You can make a request to stop the service at any time during the plan year by contacting Cigna member services at the toll free number on your ID card.

Note: Your HSA dollars can be only be used to pay the qualified expenses for those individuals considered a "Qualified Dependent" as defined by the Internal Revenue Code. If you have a dependent covered under your Choice Fund HSA medical plan that is not considered a "Qualified Dependent" as defined under the Internal Revenue Code for federal tax purposes, such as civil unions partner or same sex spouse, you may not be able to use your HSA funds for their qualified expenses, even if they are covered under your medical plan. If they are covered under your medical plan you should NOT elect AutoPay. To obtain the IRS definition of a "Qualified Dependent", you may contact your employer or go to www.irs.gov and refer to Publication 929. Please note that this IRS definition changed effective January 1, 2005.

Administrative Fees

Chase may deduct the following fees from your HSA cash account based on transactions you make with your HSA debit card or on your check-writing activity. In some cases, your employer may pay some of these fees on your behalf.

Debit card transactions at merchant locations	[No charge, without limitation]
ATM transactions (cash withdrawals, balance inquiries and denials)	[No charge, without limitation]
Cash advance fee (teller assisted withdrawal)	$3.00 per transaction
Replace lost or stolen debit card	$15.00 per occurrence
Checks:	
Charge for order of 25 checks	$10.65 per order of 25 checks
Stop check service	$20.00 per occurrence
Non Sufficient Funds ("NSF")	$20.00 per occurrence
Duplicate check	$10.00 per copy
Account closing	$20.00 per account
Returned deposit check or EFT	$10.00 per occurrence
Paper statement fee, if activated	$1.25 per statement
Investment account fee*	$2.50 per month

*Fee waived for balances of $15,000 or more

Additional Fee Information

ATM Fees: There is no charge for transactions completed at a Chase or Washington Mutual ATM. Charges will apply when using an ATM that is not Chase or Washington Mutual.

Foreign Currency: Transactions made in currencies other than US dollars are subject to a JPMorgan Chase foreign currency conversion fee of 2.50%.

Checkbooks: There is a charge of $30 to cancel and reissue the checks in a lost checkbook.

Monthly Statement Fee: Online statements are free of charge. Paper statements can be made available or turned off by contacting the phone number on the back of your ID card or HSA debit card. If you receive a periodic paper statement a fee may apply.

Investment Account Fees: There is a monthly Investment Account Fee beginning when the Investment Account is opened. The fee will be withdrawn from your cash account. There is no charge for Investment activity executed on-line. There are additional fees for Investment set up and transactions conducted with phone support.

Special Processing: There may be a charge for special processing including requests for return of excess contributions, return of mistaken contribution and processing of return of mistaken distributions.

Changes in Fees: Chase reserves the right to change any of the fees described as well as impose additional fees upon 30 days prior written notice to you.

Changes in Medical Coverage: If your HDHP coverage status or employment status changes, you will be responsible for all the above mentioned fees plus the following additional fees: HSA card issuance fee of $1.50 per card, account statement mailed monthly $1.25 per month, online statements are free of charge and monthly account management fee of $3.00.

Negative Balances

If, as a result of transactions you make, your HSA cash account balances falls to or below $0.00, Chase will deny requests for further transactions. If your HSA cash account's balances falls below $0.00 and sufficient deposits or transfers are not made to your HSA cash account, Chase may close your HSA.

Payment to Cigna

Cigna receives a payment from Chase based on the assets in the HSA Cash Accounts.

Chase HSA Custodial Account Agreement

By completing, executing and submitting (whether completed, executed and submitted in paper format or electronically) the Chase HSA Adoption Agreement ("Adoption Agreement"), you are indicating your desire to establish a Health Savings Account ("HSA") with JPMorgan Chase Bank, N.A. This Chase HSA Custodial Account Agreement ("Custodial Agreement") is incorporated into the Adoption Agreement by reference. Throughout this Custodial Agreement the words "you" or "your" refer to you the HSA account holder and the words "us", "our", "we" and "Chase" refer to JPMorgan Chase Bank, N.A.

Article I - Establishment of the HSA

1. If you meet the eligibility requirements established by applicable law and as otherwise set forth in this Custodial Agreement, you may establish an HSA by completing the Adoption Agreement. An initial deposit to your HSA will also be required. This Custodial Agreement becomes effective and your HSA is established with us as of the date we approve you for an HSA and open the HSA on our system. For tax purposes, your HSA may not be effective until funds are deposited in your HSA or other requirements are met under applicable law.

Article I - Establishment of the HSA (Continued)

2. All funds deposited on your behalf in your HSA will be held by us. We will establish an account in your name to receive the funds deposited to your HSA on your behalf. You authorize us to act without further inquiry in accordance with written instructions bearing your signature (including electronic signatures).
3. We assume no responsibility for tax or other consequences to anyone arising from the establishment or use of the HSA. You are solely responsible for any taxes, interest, penalties and other expenses which may be payable under applicable law in connection with your HSA. Because of the unfavorable tax consequences that could result from improper or mistaken establishment or use of any HSA, you should consult with a qualified tax professional before executing the Adoption Agreement.
4. The funds in your HSA may not be used to satisfy the debts, contracts or torts of any person entitled to distributions under this Custodial Agreement. You may not assign or transfer your right in your HSA except as otherwise provided in this Custodial Agreement.
5. The HSA is established by you pursuant to applicable laws, and is neither endorsed by nor sponsored by your employer or any other third party. Rather, your HSA is an individual custodial account maintained and administered by us. As a result, the HSA is not part of an ERISA benefit plan, even if your employer contributes to your HSA or pays your custodial fees, or if you make pre-tax contributions under a cafeteria plan.
6. You acknowledge and agree that nothing in this Custodial Agreement is construed to confer fiduciary status upon us for any purpose. We are not required to perform any services not set forth in this Custodial Agreement unless specifically agreed to by us in writing.
7. You acknowledge that we will maintain your personal information including, but not limited to, your name, address, phone numbers, e-mail address, and taxpayer identification number and such information will be maintained in a confidential manner in accordance with our privacy policy(ies) as may be amended by us and provided to you from time-to-time.

Article II - Eligibility

You represent and warrant that you are eligible to establish and contribute to an HSA, and that you meet (or met during the period for which you desire to open and contribute to an HSA) the following conditions: (1) you are covered as a participant or covered dependent under a high deductible health plan ("HDHP"); (2) you are not enrolled in disqualifying non-high deductible coverage maintained by you, your spouse, your employer or through any other source; (3) you are not entitled to benefits under Medicare; and (4) you can not be claimed as a dependent on another person's tax return. You acknowledge and agree that you are solely responsible for determining whether you are an eligible individual (as defined in Section 223(C)(1) of the Internal Revenue Code Section of 1986 and the regulations promulgated thereunder (as amended from time-to-time, the "Code")). We are not responsible for verifying your status as an eligible individual.

Article III - Contributions

1. We will accept cash contributions to the HSA made by you or by others on your behalf (e.g., by an employer, family member or any other person). The amount that you contribute through payroll deductions or other funding sources and how much your employer or any other person or entity contributes on your behalf will be determined solely by agreement between you and your employer or you and such other contributors.
2. All contributions to your HSA must be in cash and in US Dollars. No property or in-kind transfers will be accepted.
3. We will refuse contributions to your HSA that exceed the annual maximum contribution amount for family coverage plus the allowable catch-up contribution. At our discretion, we may require you to provide certification to us that you have attained the age of 55 before we accept any catch-up contribution amounts.
4. Contributions for any given tax year may be made at any time before the deadline for filing your federal income tax return for such year (without extensions). All contributions received by us during a calendar year (other than rollover contributions or direct transfers) will be considered made for that calendar year for purposes of reporting. At our discretion, we may allow deposits for a prior or subsequent calendar year consistent with the requirements of Code Section 223 and any administrative procedures implemented by us.
5. We are not responsible for any duty not specifically assumed by us herein. By way of example, but not limitation, we are not responsible for the following: (a) determining whether the contributions made to your HSA, alone or in conjunction with contributions to other similar accounts, exceed, in the aggregate, the maximum annual contribution limit set forth in Code Section 223(b); (b) determining whether you are eligible under Code Section 223 to make a contribution or have a contribution made on your behalf; and (c) any adverse tax or other consequences as a result of such contributions. The Internal Revenue Service ("IRS") imposes an excise tax upon any excess contribution that is made to your HSA and for each year in which the excess remains in your HSA. We are not responsible for determining the amount of any excess contribution. If you notify us that an excess contribution has been made, or that you are not eligible under the Code to make a contribution or have a contribution made on your behalf, we will return the excess contribution, and net earnings (if any) attributable to that contribution as determined in accordance with applicable law, following submission by you of all forms required by us.

Article IV - Rollovers and Transfers

1. You may roll over funds from another HSA or Archer Medical Savings Accounts (as defined in Code Section 220), if you tell us in advance that you want to deposit a rollover and you provide us with any other information we request, including a written (or electronic) rollover election form.
2. You are permitted to execute a one-time, tax-free trustee-to-trustee transfer of funds from an Individual Retirement Account ("IRA") to your HSA. These transfers are subject to additional rules and limitations. You can request a transfer form from us, but must contact your IRA custodian/trustee to see whether a transfer is permitted, and to initiate the transfer.

Article V - Non-Forfeitability

Your interest in the account balance of your HSA is nonforfeitable. In the event the HSA is terminated in accordance with this Custodial Agreement, all funds allocated to your HSA will be distributed to you in accordance with this Custodial Agreement and the Code.

Article VI - Cash Account

Funds in your HSA will be deposited into an FDIC-insured (within Federal limits) deposit account ("HSA Cash Account") and will earn interest at a rate established by us (unless you have elected to participate in an HSA that does not earn interest). We reserve the right to change the interest rate and annual percentage yield at any time at our sole discretion without advance notice to you. We also reserve the right to establish (and change) balance levels on which different rates of interest may be paid. We use the daily balance method to calculate interest which means we apply a daily periodic rate to the balance in your HSA Cash Account each day. The interest rate for the month will be disclosed to you in your on-line account transaction activity and, if you elect to receive one, in your monthly paper account statements. Interest is credited and compounded monthly. Deposits to your HSA Cash Account begin to accrue interest on the business day that we consider the deposit to be available to your HSA Cash Account under our funds availability policy described in this Custodial Agreement. If you close your HSA before interest is credited to your HSA Cash Account you will lose and will not be entitled to receive that interest.

Article VII - Investment Account

1. At our election, investment options, such as mutual funds ("HSA Investments"), may be made available for all or a portion of the balance in your HSA Cash Account in excess of a minimum amount established by us. Only investment vehicles allowed under applicable law will be made available (if any). The HSA Investments, including mutual funds, are not FDIC-insured, not bank issued or guaranteed, and are subject to investment risks, including fluctuations in value and the possible loss of the principal amount invested.
2. We, in our sole discretion, may establish different categories or types of sub-accounts based upon the anticipated use of the funds in an HSA and investment objectives. We, in our sole discretion, may also establish different investment options for each category or type of sub-account.
3. We may, at our sole discretion, hire third party service providers, such as record keepers, clearing firms, investment advisers or broker-dealers, to provide certain services with respect to the HSA Investments.
4. We, and any service provider we may hire, do not, and will not, provide any investment advice to you in connection with the HSA Investments or your HSA nor do we or our service providers have any duty to review or monitor the HSA Investments you hold in your HSA Investments Account. We will have no duty to monitor or replace the mutual funds or other investment options that are made available to you as HSA Investments and we make no representations as to the quality or performance of such investment options although we reserve the right to modify or replace any investment option at any time at our sole discretion. We will have no liability or responsibility for the investment decisions made by you and shall not be liable for any loss which results from your exercise of investment control over your HSA. You (or, upon your death, the death beneficiary) shall have and exercise exclusive responsibility and control over the investment of any funds within your HSA, and we have no duty to question the investment directives provided by you.
5. No part of your HSA funds may be invested in life insurance contracts; nor may the assets of the custodial account be commingled with other property except in a common trust fund or common investment fund.
6. To the extent applicable, we will settle all purchases, sales, exchanges, investments and reinvestments of HSA Investments only upon receipt of, and pursuant to, your instructions (or of the death beneficiary) as communicated to us, provided such instructions are given to us in a form acceptable to us. If any such orders are not received as required, or, if received, are unclear in our opinion, all or a portion of the contribution may continue to be held as funds in your HSA Cash Account without liability for loss of income or appreciation, and without liability pending receipt of an acceptable order or clarification.

Article VII - Investment Account (Continued)

7. We will have no duty or obligation to review, or make recommendations for the investment and reinvestment of any property held in any omnibus custodial account including, without limitation, any uninvested cash. However, we may refuse to settle any investment, purchase, exchange or reinvestment for which we cannot provide adequate administrative facilities or which, in our sole judgment, involves unacceptable business risk to us or for which your HSA Cash Account has insufficient assets to cover the transaction on settlement date. Our right to refuse to accept any particular property or execute any transaction will in no way be construed to grant us discretionary authority over your HSA. All acquisitions or dispositions of assets must be made in accordance with applicable law or regulations.

8. The establishment of HSA Investments must be done pursuant to and will be governed by the additional terms and conditions set forth in a separate agreement with J.P. Morgan Institutional Investments Inc., member FINRA and SIPC, a broker-dealer subsidiary of ours.

Article VIII - Deposits and Availability of Funds

1. All contributions to your HSA are credited initially to your HSA Cash Account. Funds in the HSA Cash Account are FDIC-insured to the extent provided by law and will typically be available for withdrawal after the day of deposit depending upon the type of deposit. The day of deposit is the banking day on which the deposit is received by us before the cut-off time specified by us for the place where the deposit is received. Deposits received after the applicable cut-off time will be deemed received the next banking day. Deposits by electronic funds transfer will be available on the day we determine the deposit is made. Automated Clearinghouse ("ACH") credits to the HSA Cash Account will be available on the day of receipt by us. ACH drawdown debits from other accounts to your HSA Cash Account will generally be available no sooner than two to three banking days after the drawdown request is submitted by us to the ACH system. For deposits by check, the funds are first credited to an internal HSA account at JPMorgan Chase before being credited to your HSA Cash Account, therefore your funds will generally be available no earlier than three banking days after we acknowledge receipt of the funds. In certain circumstances, longer delays in availability may apply such as for large dollar items, checks requiring special handling, emergency situations such as failure of communications or computer equipment and for any other reason as permitted by applicable law or regulation, such as, including but not limited to where we suspect fraudulent activity. If funds are being credited to your HSA Cash Account through payroll deduction, please check with your employer regarding the timing and application of the payroll deposits to our system. We reserve the right to make adjustments to your HSA Cash Account balances to correct funding errors on deposits made to your HSA and to withdraw any funds that should not have been placed in your HSA.

2. We may refuse, limit or return any contributions received for deposit to your HSA. In addition, we may return contributions deposited on your behalf. You give us the irrevocable right to place your unqualified endorsement on any check that is deposited to your HSA. You agree not to deposit any item you have endorsed "without recourse."

3. Neither you nor your beneficiary shall be entitled to use any portion of the HSA as a security for a loan, nor shall you engage in or direct us to engage in any prohibited transaction, within the meaning of Section 4975 of the Code.

4. Notwithstanding anything else herein, you acknowledge that, with regard to portions of your HSA that you have selected and directed for investment in HSA Investments, any liquidation of HSA Investments will not result in immediately available funds for deposit to your HSA and such funds will be available only in accordance with the terms and conditions applicable to the specific investment made by you and the terms and conditions of your HSA regarding availability of funds.

Article IX - Distributions from the HSA

1. Distributions of funds from your HSA may be made at any time upon your direction. Only you and any authorized signer you designate through the process established by us can initiate distributions from your HSA except as otherwise set forth herein.

2. Distributions from your HSA that are used exclusively to pay or reimburse qualified medical expenses of you, your spouse (as defined by the Code) or your dependents are tax-free. However, distributions that are not used for qualified medical expenses are included in your gross income and may be subject to an additional excise tax imposed by the IRS. You acknowledge that you are solely responsible for reporting such amounts as income on IRS Form 8889 attached to your personal income tax return. You are also solely responsible for determining the state income tax consequences of establishing, maintaining, contributing to and taking distributions from your HSA.

3. We are not required, and will not determine, whether any distribution is for the payment or reimbursement of qualified medical expenses. You and only you are responsible for substantiating that each distribution is for a qualified medical expense(s) and you must maintain records sufficient to show that the distribution is an eligible expense.

Article IX - Distributions from the HSA (Continued)

4. You agree that you may only take a distribution to the extent there are sufficient funds in your HSA. You acknowledge and understand that we have no obligation to distribute funds when there are insufficient funds in your HSA. If a requested distribution exceeds available funds in your HSA we will not liquidate any HSA Investments you may have without your authorization to ensure sufficient funds in your HSA to cover the requested distribution. If your HSA becomes overdrawn for any reason, you agree to immediately repay the amount of any overdraft. We reserve the right to pay the distributions you make from your HSA in any order we determine without regard to the method of withdrawal. The order in which you take distributions may not be the same as the order in which we post those transactions to your HSA.
5. You agree that we are empowered and authorized to make a distribution from your HSA absent your instruction if we are required or otherwise directed to do so by court order or IRS or other levy. We shall incur no liability for acting in accordance with a court order or levy.

Article X - Transfers of HSA Upon Death or Divorce

1. You have the right to designate one or more beneficiaries to whom your HSA funds will be distributed upon your death. To be valid, any such beneficiary designation must be delivered to us prior to your death on a form provided by us, or a form that is otherwise acceptable to us. Any such beneficiary designation may be revoked by you at any time by delivering written notice of the revocation to us, and shall be automatically revoked upon receipt by us of a subsequent beneficiary designation in valid form bearing a later execution date. You understand that the consent of your spouse may be necessary if you wish to name a person other than or in addition to your spouse as beneficiary or to change an existing beneficiary designation. If there is no valid beneficiary designation on file with us at the time of your death, your legal spouse will be deemed to be your beneficiary. If you are not married at the time of your death, the funds will be paid to your estate. We have no duty or obligation to inquire about or investigate the identification, address or legal status of any individual alleging the status of beneficiary nor to inquire about or investigate the possible existence of any beneficiary, claim or election not reported to us prior to the distribution of your HSA funds.
2. You represent and warrant that any beneficiary designation submitted to us is complete, accurate and satisfies all legal requirements under applicable law. We may presume that a beneficiary is legally competent until we receive written notice to the contrary.
3. If you die before the entire interest in your HSA is distributed, the remaining HSA balance will be disposed of as follows:
   (a) If the beneficiary is your spouse, the HSA will become your spouse's HSA as of the date of your death (unless otherwise specified by applicable laws).
   (b) If your beneficiary(ies) is not your spouse, the HSA will cease to be an HSA as of the date of your death and the fair market value of the account will be taxable to that person (or your estate) in the tax year that includes the date of death, reduced by any payments made for your qualified medical expenses if paid within one year of your death.
4. If a request for a transfer is made pursuant to the terms of a divorce or separation agreement, we must receive the request within 90 days of the effective date of the divorce or separation instrument. Transferring your interest to someone other than your spouse may subject you to income tax and penalties on the transferred amount.

Article XI - Information and Changes in Information

1. We are entitled to rely upon information and instructions we receive with respect to your HSA, including the information contained in your Adoption Agreement, and have no obligation to make further investigation or inquiry, except as required by law or as otherwise required in this Custodial Agreement. You represent and warrant to us that any information or instruction you have given or will give us with respect to your HSA is complete and accurate. 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. We shall have no higher duty than the exercise of good faith and shall not incur liability if for any action or inaction taken in reliance upon erroneous, inaccurate or fraudulent information provided by any source assumed to be reliable.
2. You agree to provide us with information necessary for us to prepare any report or return, as required of us by the IRS, the Code or other applicable law.
3. You agree to immediately notify us of any changes in your marital status, name, address, email address, or other information provided to us that we rely on or we would need to keep your HSA in compliance with any applicable law.

Article XII - Amendments

The rights, duties, and obligations of both you and us with regard to your HSA are governed by this Custodial Agreement, the other agreements, terms and conditions and documents as may be referenced herein and such other terms and conditions and agreements relating to the HSA as may be provided to you from time-to-time. We may amend this Custodial Agreement without your consent and any amendment will become effective on the date stated in the notice; provided, that this Custodial Agreement will be amended automatically to comply with any change in the Code, or other laws, as of the effective date of such change. If any provision of this Custodial Agreement is found to be in conflict with the Code or other laws, the Code or such other laws will supersede that provision.

Article XIII - Liability

1. You will indemnify and hold us harmless from and against any claim, loss, liability, damage, cost, or expense (including reasonable attorney's fees) that arises or may arise in connection with this Custodial Agreement or your HSA (including, without limitation, any action we take or do not take in honoring your instructions including, but not limited to, all verbal, electronic or facsimile instructions received with respect to your HSA, or in connection with our honoring of any subpoena or court order relating to your HSA), except liabilities, damages, costs, or expenses that arise from our breach of any of our duties under this Custodial Agreement.
2. In connection with this Custodial Agreement and your HSA, we are not responsible for any act or failure to act that is reasonable under the circumstances or that is consistent with any applicable laws, rules or regulations of the applicable state law, or with general commercial practices of banks.
3. WE ARE NOT LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGE, LOSS, COST OR EXPENSE OF ANY TYPE OR NATURE, REGARDLESS OF THE FORM OF THE ACTION OR THEORY OF RECOVERY, AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING. EXCEPT AS SET FORTH IN THIS AGREEMENT, WE DO NOT MAKE ANY REPRESENTATIONS AND WARRANTIES WHETHER EXPRESS, STATUTORY OR IMPLIED.

Article XIV - Notices

Any required notice regarding this Custodial Agreement and/or the HSA will be considered effective when we send it to you at the last address that we have in our records or make the notice available to you online through our HSA website. Any notice to be given to us will be considered effective when we actually receive it at the respective addresses for us provided to you.

Article XV - Governing Law; Waiver of Jury Trial; Legal Action

1. This Custodial Agreement will be governed by and construed in accordance with the applicable laws of New York, without giving effect to the principles of that state relating to conflicts of laws, and Federal laws applicable to HSAs. BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF THE DISPUTE OR CLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN THE PARTIES ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THIS CUSTODIAL AGREEMENT OR THE HSA. YOU AGREE THAT THE FOREGOING PRECLUDES YOU AND US FROM HAVING THE RIGHT TO PARTICIPATE OR BE REPRESENTED IN ANY FORM OF CLASS ACTION OR ANY OTHER LITIGATION FILED IN COURT BY OTHERS.
2. You will be in default if you fail to meet any of your obligations under this Custodial Agreement or any other agreement with us or any of our affiliates. In the event of a default, we may exercise any rights and remedies we may have available to us hereunder, under related agreements, at law or in equity and all such remedies are understood to be cumulative. If we are required to take any legal action of any type or nature relating to this Custodial Agreement or the HSA generally, you agree to pay our court and collection costs including any attorney's fees and disbursements. If you are in default of this Custodial Agreement, or upon the closure of the HSA, whether such closure was made by you or by us, we shall not be obligated to continue to provide services under this Custodial Agreement.

Article XVI - Fees and Expenses

1. You agree to pay fees for services under this Custodial Agreement as set forth in the Fee Schedule. We may change the amount or type of existing fees or add new fees at any time upon 30 days prior notice. Fees include, but may not be limited to, administration fees, transaction fees, commissions and 12b-1 fees in connection with the purchase and sale of securities, and distribution fees. We may receive interest earnings on balances in the HSA Cash Account. A portion of the fees (and other compensation) may be paid over to our affiliates, partners, agents or others who are providing services with respect to the HSA.
2. We have the right to be reimbursed for all reasonable expenses, including legal expenses, we incur in connection with the administration of your HSA.
3. We will deduct the amount of the fees or expenses due from your HSA and you hereby authorize us to do so.
4. In the event that you are no longer employed by an employer (or other third party, such as a co-employer) that agreed to pay certain HSA-related fees and/or expenses on your behalf (or your employer (or such other third party) changes its practices with respect to the payment of fees on your behalf or you are otherwise no longer eligible to have fees paid on your behalf), we may charge you directly for or deduct the amount of such fees or expenses from your HSA.
5. Any brokerage commissions attributable to the assets in your HSA will be charged to your HSA. You cannot reimburse your HSA for those commissions.

Article XVI - Fees and Expenses (Continued)

6. We receive interchange fees for use of the HSA debit cards. The fees may vary and are subject to change in the future, but in all cases will be equal to or less than the highest possible fee allowed for all card transactions generally.
7. To the extent that your HSA Cash Account balance is insufficient to cover an applicable fee, we have the right to liquidate assets in your HSA Investments, if necessary, to pay fees properly chargeable against your HSA.

Article XVII - Termination

1. You may terminate this Custodial Agreement and your HSA at any time by notifying us in writing. If you hold HSA Investments, you must first liquidate those investments in accordance with their applicable terms and conditions. Proceeds of the liquidated HSA Investments will then be reallocated to your HSA Cash Account. We may require you to submit your request in writing using our approved account closure form(s).
2. We may terminate this Custodial Agreement and your HSA at any time for any reason upon notice. If you hold HSA Investments, we will direct the liquidation of those investments if you have not done so within 5 days of us sending or otherwise providing you with notice of termination. Proceeds from your liquidated HSA Investments will be transferred to your HSA Cash Account.
3. As soon as practical after receiving notice of termination from you (or after providing notice of termination to you) and reconciling all accounts (including the settlement of proceeds from liquidated HSA Investments in your HSA Cash Account), the balance in your HSA will be distributed to you in accordance with the Code and this Custodial Agreement; provided, that we will follow your instructions as to the disposition of funds remaining in your HSA Cash Account at the time of closure if timely provided by you. Please note, that if the distribution of funds is made directly to you following account closure, such amounts must be deposited into another HSA within 60 days from your receipt of such funds or such funds will be included as ordinary income on your tax filing and are subject to a 20% penalty. After distribution of all funds, this Custodial Agreement will end and we will have no further duties, obligations, or liabilities to you or anyone, except as required by law.
4. Termination of your HSA will not affect our right to debit the HSA for any outstanding charges and other reasonable amounts we believe necessary to cover any other associated costs, fees and expenses including, but not limited to, 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 relating to your HSA.
5. Any contributions received by us after closing of your HSA, will be returned to the contributing person or entity.

Article XVIII - Resignation of Custodian/Successor Custodian/Employment Changes

1. We can resign as custodian at any time upon notice of our resignation to you. Upon receipt of that notice, you must make arrangements to transfer your HSA to another qualified trustee or custodian. If you do not complete a transfer of your HSA within 30 days from the date we mail the notice to you, we have the right to transfer or otherwise assign your HSA 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. If you receive a distribution of your HSA funds, you are responsible for depositing such funds into another HSA within 60 days from your receipt of such funds if you wish to continue to maintain an HSA or the funds will be included as ordinary income on your tax filing and are subject to a 20% penalty.
2. In addition, we reserve the right to assign your HSA without your prior consent provided that such assignee is qualified under the Code to be an HSA custodian or trustee. We will notify you if we assign your HSA to another custodian or trustee.
3. 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 Custodial Agreement.
4. 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 such organization qualified under the Code to be an HSA custodian or trustee. If the new organization is not qualified to be an HSA custodian or trustee as required by Code Section 223, the HSA will be terminated effective as of the date the new organization takes control and all funds in your HSA will be distributed in accordance with the provisions of this Custodial Agreement.
5. If you have your HSA through your employer (or another third party, such as a co-employer), your employer (or such third party) has permitted us to offer our HSA services through your workplace. If you terminate your employment with an employer (or third party) who has permitted us to establish an HSA program (or we are otherwise notified of a status change with respect to your receipt of benefits from such employer (or such third party)), we may transfer any outstanding balances to an "individual" HSA with us. However, you may choose other distribution options available to you. Any contributions attempted to be made to the original HSA following the transfer to an individual HSA may be forwarded for deposit into the individual HSA and you hereby authorize us to do so.

Article XIX - Inactivity and Unclaimed Property Laws

Unclaimed property laws require us to turn over abandoned accounts to the applicable State, which is generally the State listed as the address for your HSA account statement. Your HSA is usually considered abandoned if you have not performed at least one of the following activities for the period of time specified in the applicable state's unclaimed property law: made a deposit or withdrawal, written to us about the account, or otherwise shown an interest in the account, such as asking us to keep the account active. Please note that you need to perform the activity, so automatic deposits and withdrawals may not be considered activity under your state's unclaimed property laws. Before we turn over an abandoned account, we may send a notice to the email address or physical address we currently show for your account. If mail we previously sent to either address was returned, we may not send this notice.

Article XX - Miscellaneous

1. The headings of Articles, Sections and subsections contained in this Custodial Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Custodial Agreement.
2. If a court declares any term of this Custodial Agreement invalid, the same will not affect the validity of any other provision, provided that the basic purposes of this Custodial Agreement are achieved.
3. This Custodial Agreement will be binding upon each party's respective successors and assigns (including without limitation beneficiaries, heirs and personal representatives).
4. We can choose not to exercise or to delay enforcement of any of our rights under this Custodial Agreement without compromising them.
5. We shall not be liable for, and will be excused from, any failure or delay in performance under this Custodial Agreement (in whole or in part) to the extent said failures or delays are directly or proximately caused by circumstances beyond our reasonable control including, without limitation, natural disaster, war, terrorism, riot, theft, civil disturbance, labor or union matters, terrorism, legal constraints, court orders or governmental actions/non-actions, the failure of suppliers or subcontractors to substantially meet performance obligations, inability to obtain sufficient materials or services required in the conduct of its business, including Internet access, any change in or the adoption of any law, judgment or decree or your acts, omissions, negligence or fault.

Certification

I agree that I have received, read and agree to the terms, conditions and disclosures contained in this Cigna Choice Fund Health Savings Account (HSA), Powered by Chase Adoption Agreement. I certify that the information I provide to JPMorgan Chase, including but not limited to my social security number, is true and correct. I hereby request JPMorgan Chase Bank, N.A. ("Chase") to issue an HSA debit card to me. I appoint Chase as my HSA custodian. I certify that I am eligible to establish and make contributions to this HSA, and shall comply with all laws and regulations governing HSAs and my actions with respect to my HSA. I acknowledge that I am responsible for administering my HSA and that neither Cigna nor Chase has any duty to determine the investment, tax, legal or other consequences resulting from my actions or inactions with respect to my HSA. I Authorize Chase to provide information about my HSA, including my account number, to my employer and those acting on behalf of my employer or Chase, in connection with the establishment, funding and maintenance of my HSA. I acknowledge that Federal Law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account and that the information provided by me or on my behalf by my employer will be used for such purposes.