TransitBenefit
TRANSPORTATION SPENDING ACCOUNT (TSA)
TERMS & CONDITIONS

The City of New York ("City"), pursuant to Internal Revenue Code (IRC) 132, offers eligible employees the opportunity to purchase, with pre-tax earnings, New York City Transit ("NYCT") MetroCards from MetroCard vending machines using a special debit card. Enrolled employees may use their MetroCards for transportation on the New York City Transit Subway and on local buses and express buses accepting MetroCards.

When you enroll in the City's TransitBenefit Transportation Spending Account ("TSA") Program, the City's contractor, JPMorgan Chase Bank ("Chase"), will issue you a TSA Commuter Savings Card (called the "TSA Card" or "Card"). These Terms and Conditions ("Ts&Cs") outline your rights and responsibilities. Please read them carefully.

In these Ts&Cs certain words are used as follows. The words "you" and "yours" refer to the person who applied for the Card. The words "we", "us" and "our" refer to the City. The word "Account" refers to your TSA.

Remember, your use of the TSA Card means that you agree to these Ts&Cs.

1. THE TransitBenefit TRANSPORTATION SPENDING ACCOUNT

The City has entered into an agreement with Chase pursuant to which Chase will open an account into which the City will deposit funds that you authorize the City to withhold from your pay for eligible transportation-related expenses. Enrolled employees may select from a number of available deduction plans to suit their respective NYCT transportation needs and schedules. When you enroll, you authorize the City to:

a.) instruct Chase to open your TSA;

b.) deduct from your pay, a specific amount, a Transportation Deduction, for your use to pay for your NYCT Subway and bus transportation;

c.) deduct an Administrative Fee, for account maintenance and transaction fees;

d.) deposit your Transportation Deduction into your TSA; and

e.) provide Chase with information necessary for accounting and security purposes.

2. HOW TO CONTACT US

You must notify our contractor, Chase, AT ONCE if

a.) you believe your TSA Card has been lost or stolen or

b.) you believe that someone transferred, or may transfer, money from your Account without your permission.

You may also contact Chase regarding your TSA balance by calling the Chase Customer Service Center **(1-866-222-5704)** or by visiting the Chase Cardholder Web site **(www.myaccount.chase.com).** Callers will be required to use a six-digit Interactive Voice Response (IVR) system access code for the phone call.

For questions about TSA enrollment, changes, and cancellation, please see your Agency TransitBenefit Coordinator, visit the Office of Payroll Administration (OPA) web site at **www.NYC.gov/payroll,** or call the OPA Service Line at **1-212-669-8555.**

3. CARD USE; NO OTHER DEPOSITS

You may use your Card only at New York City Transit MetroCard vending machines, using the personal identification number ("PIN") you have selected, to purchase NYCT MetroCards. To protect against unauthorized use of your TSA Card, do not write your PIN on your Card or keep your PIN in the same place as your Card.

You agree that you will maintain the security of your TSA Card at all times, keep it in a safe place and not give your TSA Card, or make it available, to any other person. You are responsible for all withdrawals you authorize using your Card. If you should permit another person to use your Card, you are responsible for any transactions he or she may make against your TSA.

You may not use your Card for any purpose at an automated teller machine ("ATM"). You may not make deposits into your Account. Only the City can make deposits into your account.

4. TSA DEDUCTION PLANS

The Internal Revenue Code does not permit pre-tax earnings set aside for transportation spending to be used for any other purpose.

When you enroll in the TSA Program, you may select from one of a number of Transportation Deduction Plans to suit your individual NYCT transportation requirements and schedule.

During each month your Card is active you also will have deducted from your pay an Administrative Fee for account maintenance and transaction fees. The monthly Administrative Fee will be deducted from your post-tax pay on an annualized prorated payday basis.

Note, Department of Education employees paid through their July and August summer vacations may opt to have their pre-tax Transportation Deductions suspended automatically during July and August by selecting a "Department of Education Summer Vacation Deduction Plan". During the summer, while Transportation Deductions are suspended, their Cards will work and post-tax Administrative Fees will be deducted.

All employees may stop and start again their Transportation Deductions for periods as they choose. In both cases, their participation in the TSA Program will continue, even though their Transportation Deductions are suspended. During such periods, their TSA Cards will continue to work and they will continue to have post-tax Administrative Fees deducted from their pay.

The average monthly amount of your Transportation Deductions should not exceed your average monthly cost of public transportation to and from work.

5. PURCHASE TRANSACTIONS

You may use your Card to purchase a MetroCard at any MetroCard vending machine by using your PIN (each a "PIN Purchase Transaction"). When a PIN Purchase Transaction is made, there will be an immediate electronic withdrawal for the amount of the purchase from your Account.

6. BALANCE INQUIRIES

Cardholders may access information about their balances through the Chase Cardholder Web site at **www.myaccount.chase.com** or by calling the Chase Customer Service Center at **1-866-222-5704.**

7. CERTAIN LIMITATIONS ON CARD USE

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

8. YOUR LIABILITY

a.) General Rules

Tell our contractor, Chase, at once, if you believe that your TSA Card has been lost or stolen. Also tell Chase at once if any statement of your Account shows transfers you did not authorize. Telephoning is the best way to limit your liability. Your failure to tell Chase about lost or stolen Cards, or unauthorized transfers, could result in you losing all of the money in your Account.

Your liability, in the event your Card is lost or stolen and used without your Authorization, to a great extent, depends upon how quickly you call Chase after you are aware of the loss or theft.

When you call Chase

- within Two (2) Business Days of becoming aware of the loss or theft of your card, your maximum liability is limited to $50,
- between Three (3) Business Days and Sixty (60) Days of becoming aware of the loss or theft of your Card, your maximum liability is limited to your balance or $500, whichever is less, or
- after Sixty (60) Days of becoming aware of the loss or theft of your Card, your liability may be unlimited when Chase can prove that unauthorized usage of your Card could have been prevented by them had they been advised earlier by you of the loss or theft. A Business Day is Monday through Friday, excluding federal holidays.

Note, if you were unable to know of the loss or theft and unauthorized usage of your Card or could not call Chase for a good and valid reason, such as a long trip or an extended illness, or if your Account is in good standing, you have had no more than one incident of reported unauthorized usage during the previous Twelve (12) months, and you have taken reasonable care in safeguarding your Card, then your liability may be further limited or you may have no liability.

b.) Account Balance Pending Review

Notwithstanding your potential liability as indicated in section 8.a above, during the time it takes us or Chase to review your claim of use of your Card by an unauthorized individual, you will not have access to the amount in dispute.

c.) Asset

Your TSA is an asset and, as such, the funds in your TSA may be attached by a credit or through appropriate legal processes. If this occurs, your earnings records will be adjusted by the City.

d.) Deposit Errors

Funds deposited erroneously into your TSA will be returned to the City at the City's

request.

9. ACCOUNT INFORMATION DISCLOSURE

We and Chase will not disclose information about you, your TSA, or the transfers you make, except as necessary to provide the TSA Service or when compelled to do so by competent legal or regulatory authorities. Chase may make information about your TSA available as part of due diligence related to a corporate contractual obligation or during the course of an audit. In no event will information about Cardholders be provided to other entities for commercial or non-commercial purposes not related to the TSA program.

10. TRANSACTION RECORDS

At the time of each of your purchase transactions, a transaction record on which are detailed transaction particulars will be available to you. You will have access to information regarding the status of your Account, including electronic transfers, through the Chase Customer Service Center **(1-866-222-5704**) or via the Chase Cardholder Web site **(www.myaccount.chase.com)**. Callers will be required to use a six-digit Interactive Voice Response (IVR) system access code for the phone call.

In signing the TSA form, you are indicating that you:

a.) understand how transaction information will be made available to you,

b.) understand that you will not receive a monthly written record of your transactions delivered through the mail, and

c.) want to participate in the TSA program with this array of transaction reporting options.

11. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

If you think any of your Account statements or transaction records are wrong, or if you need more information about a transfer listed on any transaction record, telephone Chase at the telephone number shown in Section 2 of these Ts&Cs as soon as you can. You may also write to Chase at:

JPMorgan Chase Bank

PO Box 30201

Tampa, Florida 33630

Chase must hear from you no later than Sixty (60) days after the date the transaction appeared. When you call

a.) tell Chase your name and the number of your Account,

b.) describe the error or the transfer about which you are unsure and explain why you believe it is an error or why you need more information, and

c.) tell Chase the amount of the suspected error.

If you advise Chase orally, we or Chase may require that you send Chase your complaint or question in writing within Ten (10) Business Days of your call. If Chase asks you to put your complaint or question in writing and Chase does not receive it within Ten (10) Business Days, Chase may not credit your Account.

Chase will tell you the results of its investigation within Ten (10) to Twenty (20) Business Days after Chase receives written confirmation of your claim. Chase will correct any error promptly. However, if Chase needs more time to complete the investigation, Chase may

extend the investigation period to Ninety (90) days. If Chase decides to do this, Chase will credit your Account within Twenty (20) Business Days in the amount you think is in error, so that you will have the use of the money during the time it takes Chase to complete the investigation.

If Chase decides that there was no error, Chase will send you a written explanation within Three (3) Business Days after Chase finishes the investigation. You may ask for copies of the documents Chase used during the investigation.

12. OUR LIABILITY

If we or Chase do not complete a transfer to or from your Account on time or in the correct amount, we or Chase will be liable for such losses or damages as provided for by law in such circumstances. However, there are some exceptions wherein we will not be liable, for instance:

a.) if, through no fault of the City or Chase, you do not have enough money in your Account or

b.) if circumstances beyond the control of the City or Chase or the control of the owner of the MetroCard vending machine (such as fire or flood) prevent the transfer, despite reasonable precautions that we, or they, have taken.

13. NOTICES

All notices and amendments to these Ts&Cs are available from your Agency TransitBenefit Coordinator and on the OPA web site at **www.NYC.gov/payroll**.

14. AMENDMENTS

These Ts&Cs may be changed at any time. The current version is available to you from your Agency TransitBenefit Coordinator and on the OPA web site, **www.NYC.gov/payroll.**

15. IMPORTANT INFORMATION ABOUT SAFEGUARDING YOUR TSA CARD

Your TSA Card is a convenient way to pay for your personal NYCT usage. As with any financial tool - checks, credit cards, or cash - security should be of concern to you. Protect your Card and yourself by following these safety tips.

a.) Memorize your PIN and keep it confidential. We will not ask you to disclose your PIN, so remember:
- never give your PIN to anyone;
- don't write your PIN on your Card; and
- avoid carrying your PIN with you.

If you forget your PIN, contact Chase and select a new one. There is no charge and you do not need to change your Account.

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

c.) Minimize your time spent at MetroCard vending machines by having your Card ready.

d.) Don't fall for "con" games. Do not give out information about your Account, expiration date, or balance to anyone who calls you on the telephone.

e.) Use common sense and be aware of your surroundings before, during, and after you use the MetroCard vending machine. Defer transactions if circumstances cause you to be apprehensive about your safety. If anyone follows you after you leave the area of the MetroCard vending machine, go immediately to a heavily populated well-lighted area and call the police.

f.) Stand between the MetroCard vending machine and others waiting to use it so they cannot see your PIN or the transaction amount. Always take your receipts so you can check them against your transaction history. If your transaction was not completed, be sure to cancel the transaction prior to leaving the MetroCard vending machine.

If your TSA Card is lost or stolen, notify Chase immediately. Chase will cancel your old Card and replace it with a new one. Simply call the Chase Customer Service Center at the number listed in section 2 above.

16. FEES SPECIFIED

The following fees will be deducted from your pay on a post-tax basis.

a.) Administrative Fee: $1.80 per month (annualized and prorated on a payday basis)

b.) Permanent replacement (of Lost or Stolen) Card Fee: $2.50 per occurrence

17. ACCOUNT CLOSING PROCESS

Contact your Agency TransitBenefit Coordinator when you want to terminate your participation in the program. After your TransitBenefit Coordinator discontinues your participation in the TSA program, your Account will remain open and you will have Thirty (30) days to use the remaining funds in your TSA. During this Thirty (30) day period, the City will continue to collect the Administrative Fee. The Internal Revenue Code does not permit any funds remaining in your TSA to be refunded.