

# Activate your Health Savings Account Prepaid MasterCard® Debit Card today!

## Please follow the 3 steps below:

1. Read the Health Savings Account (HSA) Card Agreement below. Your activation of the card signifies a) your agreement to be legally bound by the terms and conditions listed below, and (b) your receipt of, and agreement to be legally bound by, the terms and conditions of the Health Savings Account (HSA) Custodial and Deposit Agreement.
2. Sign the back of your Health Savings Account Card. If you requested an additional card for an authorized user, that user should sign the back of the card upon receipt.
3. Call the toll-free number noted on the activation label on your card. After the card has been activated, you may, subject to eligibility, begin using it immediately to pay for health care expenses. Remove the label(s) following activation. **NOTE: If you receive a card for an authorized user, you must make a separate call to activate the authorized user's card. Your debit card(s) will only work if funds are available in your HSA.**

## Important tips about your PIN:

A Personal Identification Number (PIN) will be provided to you under a separate mailing shortly after receipt of your card(s). Your PIN will allow you to access your account wherever MasterCard debit cards are accepted. If you requested a card for an authorized user, your authorized user will receive a separate PIN.

## Memorize your PIN and Keep It Confidential

Keep your PIN in a safe place – writing it on your card or keeping it in your wallet is not recommended. Your PIN and card are for personal use only. No one else should have access to your card. Never give your card to another person to perform a transaction.

## At Your Service

If your card is lost or stolen, or if you need customer assistance, please call 1-866-234-8913.

## HEALTH SAVINGS ACCOUNT (HSA) CARD AGREEMENT

The following terms and conditions apply to the Health Savings Account Prepaid MasterCard® Debit Card which is issued on your Account (as defined below). Your activation of the Card (as defined below) signifies (a) your agreement to be legally bound by the terms and conditions of this Agreement (as defined below) and (b) your receipt of, and agreement to be legally bound by, the terms and conditions of the Health Savings Account (HSA) Custodial and Deposit Agreement.

- 1. DEFINITIONS.** In this Agreement, the words "you," "your" and "yours" means the individual to whom a Card is issued on an Account. The words "we," "our," "us" or the "Bank" refers to OptumHealth Bank, Inc. "Agreement" means these terms and conditions, as they may be amended by the Bank from time to time. "Card" means the Health Savings Account MasterCard® Debit Card or other access device that is issued by the Bank under this Agreement in connection with your Account. "Account" means the health savings account you have opened at the Bank, into which you have deposited or will deposit funds in connection with your HSA. "Additional Cardholder" means any third party authorized or appointed to access and use the Account (which third party will be considered your agent) and to whom you have requested that we issue a Card. "Line of credit" (if any) means your line of credit (if any) at the Bank (offered only to select HSA account holders).
- 2. HOW THE CARD PROGRAM WORKS.** You have requested that the Bank issue a Card to you and any Additional Cardholder in connection with your Account or Line of credit (if any). The Card may be used to: (a) withdraw cash from your Account; (b) make purchases at locations that accept MasterCard Debit Cards; and (c) pay bills directly from your Account or Line of credit (if any) in the amounts and on the days you request. Some of these services may not be available at all terminals. You authorize the Bank to debit the Account or access your Line of credit (if any) to pay for transactions made by you and Additional Cardholders, and for fees associated with the issuance or use of your Card, such as ATM and cash advance fees, as provided in the Bank's then current Schedule of Fees. You understand that these fees may change from time to time. You are responsible for the use of each Card according to the terms of this Agreement.
- 3. YOUR RESPONSIBILITIES.** You acknowledge you are solely responsible for determining whether you are eligible to open an Account, for deciding what constitutes a qualified medical expense under applicable law and for substantiating any such Card purchase. You further agree that you are solely responsible for any taxes, interest, penalties and other expenses which may become payable under applicable law in connection with your Account and Card whether for you or an Additional Cardholder. You agree not to make any Account withdrawal or Card purchase which would exceed the funds available in your Account, plus any available credit in your Line of credit (if any). Since some merchants may not allow you to pay for part of your purchase with your Card and the balance with another form of payment, if you think you may not have enough funds in your Account for a transaction, ask the merchant first if it allows two forms of payment for the same transaction. You agree not to disclose your Personal Identification Number (PIN) to any person and to keep the Card and PIN separate.
- 4. USE OF THE CARD.** Use of the Card by you or any Additional Cardholder is subject to the terms and conditions of this Agreement. Additional Cardholders on your Account and the Cards issued to them may be cancelled by you or us at any time. You must notify us pursuant to this Agreement to revoke an Additional Cardholder's authorization to use your Account and any Cards issued must be returned to us. You are responsible under this Agreement for all use of your Account by any Additional Cardholder and by anyone else you or an Additional Cardholder lets use the Card, even if you did not intend for such Additional Cardholder or other person to use the Card for any transactions. You authorize us to provide Account information to any Additional Cardholder and to discuss the Account with them. Furthermore, you agree to notify each Additional Cardholder, at the time he or she becomes an Additional Cardholder that we may receive, record, exchange and use information about him or her in the same manner we do with information about you, as described herein. The Card is our property and is not transferable. You agree to surrender it upon our request. If you return anything you purchased with the Card, you agree to accept a credit to your Account and not a cash refund, at the discretion of the merchant. We are not liable if any merchant refuses to accept the Card or if authorization is denied for any transaction. We are not liable if your Card cannot be used at an ATM or for any fees which may be charged by an ATM owner.
- 5. LINE OF CREDIT (IF ANY).** The terms of your Line of Credit (if any) are set forth in the Line of Credit Agreement, which has been delivered to you separately if you have been approved for a Line of credit. Your use of the Card to access a Line of credit (if any) indicates your agreement with all terms and conditions of the Line of credit Agreement.
- 6. DOCUMENTATION.** You can get a receipt each time you make any withdrawal or purchase using your Card. You will get an Account statement for each month in which a transaction occurs (you will get at least one statement per quarter regardless of whether there are any transactions on your Account). Statements are delivered on our website unless you request a paper statement.
- 7. CHANGE OF NAME.** You agree to notify the Bank promptly, in writing, if you change your name or address.
- 8. BUSINESS DAYS:** For purposes of this Agreement, our business days are Monday through Friday, not including Federal and State bank holidays.
- 9. FEES:** Our fees for ATM withdrawals, transfers and other Card transactions are set out in the HSA Account Fee Schedule.
- 10. LIABILITY OF BANK.** If we do not complete a transfer to or from your Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance: (1) if, through no fault of ours, you do not have enough money in your Account to make the transfer; (2) if the transfer would go over the credit limit on your Line of credit (if any); (3) if the automated teller machine where you are making the transfer does not have enough cash; (4) if the terminal was not working properly and you knew about the breakdown when you started the transfer; or (5) if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- 11. CONFIDENTIALITY.** We will disclose information to third parties about your account or the transfers you make: (i) where it is necessary for completing transfers, (ii) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, (iii) in order to comply with government agency or court orders, or (iv) if you give us your written permission.
- 12. CARD CANCELLATION AND SUSPENSION.** The Bank may at any time suspend or revoke your and any Additional Cardholder's use of the Card. You can cancel the Card by notifying the Bank in writing. No cancellation or suspension will affect your obligation to pay any amounts you owe under this Agreement. Your Card will be cancelled upon notification of your death.
- 13. AMENDMENTS TO THIS AGREEMENT.** The Bank can amend this Agreement or any of its provisions at any time upon notice to you. Any amendment will become effective on the date stated in the notice. We may terminate the Card program at any time. We will notify you in the event of any termination.
- 14. EVENTS OF DEFAULT.** You will be in default if you fail to meet any of your obligations under this Agreement or any other agreement with us, or if you close the Account. If you are in default of this Agreement, or if you cancel the Card, we will not be obligated to continue to provide services under this Agreement. In the event of a default, we may also exercise any other legal rights we may have, including without limitation, terminating your Account. If we are required to take any legal action under this Agreement, you agree to pay our court and collection costs and attorney's fees and disbursements.
- 15. ARBITRATION.** Any claim or controversy that is not resolved by the parties shall, at the request of a party, be resolved by binding arbitration in accordance with the applicable commercial arbitration rules of the American Arbitration Association. In no event may arbitration be initiated more than one year following the date the dispute arose. Any arbitration proceeding under this Agreement shall be conducted in Salt Lake City, Utah. The arbitrators may construe or interpret but shall not vary or ignore the terms of this Agreement, shall have no authority to award extra contractual damages of any kind, including punitive or exemplary damages, and shall be bound by controlling law. Judgment upon an arbitration award may be entered in any court of competent jurisdiction. The parties acknowledge that because this Agreement affects interstate commerce, the Federal Arbitration Act applies.
- 16. LOST OR STOLEN CARDS.** You agree to tell us AT ONCE if you believe your Card or PIN has been lost or stolen or is being used without your permission. Call us at 1-866-234-8913. If you notify us within 2 business days of discovering that the Card has been lost/stolen or used fraudulently, your liability will be no more than \$50. If you do NOT notify us within two business days after you learn of the loss or theft of your Card or PIN, you could lose as much as \$500. If you do not notify us within 60 days of when the statement containing the unauthorized transaction(s) was mailed to you, electronically sent to you or otherwise made available to you on our Internet Website, you may be liable for all transactions that occurred.
- 17. ERROR RESOLUTION NOTICE.** In case of errors or questions about your electronic transfers, call us at 1-866-234-8913 or write to us at OptumHealth Bank, PO Box 271629, Salt Lake City, Utah 84127-1629 as soon as you can. We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.
  - (1) Tell us your name and account number.
  - (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
  - (3) Tell us the dollar amount of the suspected error.We will determine if an error occurred within 20 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or questions (90 calendar days if the transfer involved a POS transaction or foreign transfer). If we decide to do this, we will credit your Account within 20 business days for the amount you think is in error. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Account. We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.
- 18. MISCELLANEOUS.** We can choose not to exercise or to delay enforcement of any of our rights under this Agreement without compromising them. This Agreement shall be binding upon and for the benefit of the parties hereto and their respective successors and permitted assigns. Your obligations under this Agreement will also be binding upon your heirs, executors, legal representatives and permitted assigns. We may assign this Agreement and any rights or obligations under this Agreement to a third party without notice to you. You may not assign this Agreement. If any provision of this Agreement is held invalid or unenforceable, all other provisions of this Agreement shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah and applicable federal law.

«PL001»  
«PL002»  
«PL003»  
«PL004»  
«PL005»  
«PL006»  
«PL007»

Enclosed is your Health Savings Account (HSA) Prepaid MasterCard® Debit Card. Use your HSA card to pay for a variety of health care expenses including doctor visits, prescription drugs, copays, vision and dental care and other approved medical expenses.

Please sign the back of your card immediately.

**IMPORTANT:**

- If you receive multiple cards for your HSA, you must call to activate each card.
- When you make an ATM withdrawal, select the checking option, not savings.
- Your HSA Card only works when funds are available in your HSA. Before you use your card, visit [optumhealthbank.com](https://optumhealthbank.com) or call 1-866-234-8913 to check your account balance.

A woman with dark hair, wearing a blue hoodie and white pants, is captured in a lunge stretch on a sandy beach. She is smiling and looking towards the right. The background shows the ocean waves and a clear sky.

**Stretch your health care dollars into the future.**

Plan, save and pay with your Health Savings Account Card.