

Amendment and Cancellation

We may at any time change or repeal these terms and conditions. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend this Cardholder Agreement or any features or services of the card described herein at any time. The card remains our property. We, your Employer or Humana or their designee may cancel your right to use the card at any time. You may cancel this Cardholder Agreement by returning the card to us or Humana. Your termination of this Cardholder Agreement will not affect any of our rights or your obligations arising under this Cardholder Agreement prior to termination. You agree that if we cancel this Cardholder Agreement, we have no obligation to you with respect to any balance in your Program, and you must contact your Employer to obtain access to any balance.

Our Liability

If we do not complete a transfer from your Program 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 Program to make the transfer.
- (2) If the funds in your Program are subject to legal process.
- (3) If you attempt to complete a transaction at a merchant that is not for a Qualified Expenditure.
- (4) If your card has been reported lost or stolen while you are using the card.
- (5) If we have reason to believe the requested transaction is unauthorized.
- (6) If the transaction would exceed the security limitations on use of your card.
- (7) If the merchant terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (8) If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.

Liability for Unauthorized Transfers

You agree that we may use Humana to process all disputes, including claims of unauthorized transactions. Tell Humana at once if you believe your card has been lost or stolen. Calling Humana is the best way of keeping your possible losses down. **IF YOU BELIEVE THAT YOUR CARD HAS BEEN STOLEN, OR THAT SOMEONE HAS USED YOUR CARD WITHOUT YOUR PERMISSION, CALL HUMANA. YOU WILL NOT BE LIABLE FOR THE UNAUTHORIZED TRANSACTIONS ON YOUR CARD IF YOU NOTIFY HUMANA PROMPTLY. IF YOU FAIL TO NOTIFY HUMANA PROMPTLY, YOU COULD LOSE ALL OF THE FUNDS IN YOUR FSA AND/OR PCA.**

It is important that you review your online transaction history at least once each month. If your transaction history shows transactions that you did not make, tell us at once. If you do not tell us within 60 days after the transaction is available on your

transaction history, we may not be able to reverse the transaction. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the 60-day period. If your card has been lost or stolen, we will close your card to keep losses down.

Information About Your Right to Dispute Errors

Call Humana at 1-800-604-6228 or write to Humana Inc., PO Box 19068, Green Bay, WI 54307, as soon as you can, if you think your transaction history or receipt is wrong or if you need more information about a transfer listed on the transaction history or receipt. We must hear from you no later than 60 days after the problem or error first appeared on your transaction history.

- (1) Provide your name and account number (if any).
- (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) Provide the dollar amount of the suspected error.

If you provide this information orally, we may require that you send your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 90 days to investigate your complaint or question. If we decide to do this, we will credit your FSA and/or PCA within 10 business days for the amount you think is in error, so that you will have the use of the funds during the time it takes to complete the investigation. If we ask you to put your complaint or question in writing and you do not provide it within 10 business days, we may not credit your account.

We will tell you the results within three business days after completing the 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 were used in the investigation.

Insured by Humana Health Insurance Company of Florida, Inc., Humana Health Plan, Inc., Humana Health Benefit Plan of Louisiana, Inc., Humana Insurance Company, Humana Insurance Company of Kentucky, or Humana Insurance of Puerto Rico, Inc. or administered by Humana Insurance Company

For Arizona Residents: Insured or administered by Humana Insurance Company

Our plans have limitations and exclusions.



Here's your NEW
HumanaAccessSM Visa[®] card
Cardholder Agreement

By using your HumanaAccess Visa[®] card, you agree to the terms and conditions of this Cardholder Agreement.

Cardholder Agreement

I certify that I will use my **HumanaAccess** Visa card only for payment of qualifying expenses. I have received and reviewed the guidelines for expenses that can be qualifying expenses under each **HumanaAccess** Visa card plan, and I agree to follow these guidelines. I will pay no expenses with the **HumanaAccess** Visa card that I will submit, or that I have previously submitted, for reimbursement to any other benefit plan or program. I will save all invoices and receipts for expenses I pay with the **HumanaAccess** Visa card and, upon request, will submit these documents for review by the applicable **HumanaAccess** Visa card plan.

For Humana to process my card transactions, I understand Humana may need to disclose information about my participation in my FSA and/or PCA plan to third-party service providers (such as those who process pharmacy claims under group health plans) that do not process transactions for my plan. The information disclosed would be limited to my name and/or Social Security number or other unique identifier, and the starting and ending dates of my plan. These third-party service providers will be contractually prohibited from using and disclosing this information. I agree to the foregoing disclosure each time I use my **HumanaAccess** Visa card or permit it to be used for payment. I may withdraw this consent at any time by calling the telephone number on the back of my card. If I withdraw my consent, I will no longer be entitled to use the card.

My acceptance of this agreement and Humana's reliance on it creates a binding contract regarding my use of the **HumanaAccess** Visa card. I reaffirm this contract each time I use my **HumanaAccess** Visa card or permit it to be used for payment.

Terms and Conditions for the HumanaAccess Visa Card

By accepting and using your **HumanaAccess** Visa card, you agree to be bound by the terms and conditions contained in this Cardholder Agreement which will govern your use of your card. In this Cardholder Agreement, "card" means all **HumanaAccess** Visa cards issued by Bank of America, which issues the **HumanaAccess** Visa card. You agree to sign the back of the card immediately upon receipt. The card will remain the property of Bank of America and must be surrendered upon demand. The card is nontransferable, and access to the FSA and/or PCA through the card may be canceled, or revoked at any time without prior notice subject to applicable law. "You" and "Your" means the person(s) who have received the card and are authorized to use the card. "We," "us" and "ours" means Bank of America, N.A., and its successors, affiliates or assigns. Please read this Cardholder Agreement carefully and keep it for future reference. You acknowledge and agree that you do not have an account with us and that the funds accessible through the card are not FDIC-insured.

Definition

The card allows you to access benefits which have been established for you by your Employer in connection with certain employee benefit programs ("Programs") and which are funded either by you and/or your Employer. The card is not connected in any way to any other account. The card is not a credit card.

Using Your Card

You and your eligible dependents agree to use your card solely to pay for certain expenses as defined under the terms of the Program(s) accessed by the card, as separately communicated by your Employer or Humana ("Qualified Expenditures"). Use of the card for any other purpose is considered a "Non-Qualified Expenditure." Each time you present your card for a payment, you represent that the transaction is a Qualified Expenditure that has not been and is not reimbursable from any other source. If you use the card for any purpose other than a Qualified Expenditure, you may be subject to taxes, penalties, fines or surcharges according to applicable federal and state law. Your Employer, Humana, the IRS or any other competent jurisdiction will make the determination of Qualified Expenditures. We have no responsibility to make such determination. If you use the card for Non-Qualified Expenditures, you indemnify us and hold us harmless for any penalties or other consequences that may occur as a result of such use.

You agree to reimburse your Program for Non-Qualified Expenditures. To the extent that you fail to reimburse your Program, you authorize your Employer to collect from you personally, or withhold such Non-Qualified Expenditures, including taxes, penalties, fines or surcharges, from your payroll to the extent permitted by law. If you permit someone else to use your card, we will treat this as if you have authorized this person to use your card and you will be responsible for any transactions initiated by such person with your card.

The **HumanaAccess** Visa card is a debit card that may only be used at Visa merchant locations that accept Visa Debit cards. The **HumanaAccess** Visa card cannot be used to access cash or to obtain cash back in any purchase transaction at a Visa Merchant that accepts Visa debit cards.

You may use your **HumanaAccess** Visa Debit card only for qualified medical expenses as outlined in your plan agreement. Your **HumanaAccess** Visa Debit card may not work for other types of transactions. However, you are responsible as provided in these terms and conditions for all transactions for which your **HumanaAccess** Visa card is accepted, regardless of whether the transaction is one of the types permitted for the card.

Payment

Each time you use your card, you authorize us to debit the amount of the transaction from your Program associated with the card. You are not allowed to exceed the balance available in your Program through an individual transaction, or series of transactions. Nevertheless, if a transaction exceeds the balance available in your Program (an "overdraft"), you shall remain fully liable to your Employer for the excess amount of the transaction.

Failure to Complete Transaction

Neither we nor any other bank or merchant will be liable to you for failure to accept or honor the card. We are also not liable for incomplete transactions due to insufficient funds in your Program. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval will result in a hold for that amount of funds for the next seven days.

Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your card for such refunds.

Disputes

You agree to settle all disputes about transactions you make using the card with the merchant who honored the card.

Foreign Transactions

Foreign currency transactions will be converted to U.S. dollars under the current applicable rules of Visa® U.S.A. Inc.

Business Days

Our business days are Monday through Friday, excluding holidays.

Receipts

You can get a receipt at the time you make a transaction using your card. You agree to retain your receipt to verify your transactions. You agree to provide copies of your receipts to Humana upon request.

Transaction History

Humana will provide you access to your transaction history information electronically via www.humana.com.

Disclosure of Information to Third Parties

Our privacy policy is described on our Website at www.bankofamerica.com. The privacy policy describes our general policy on handling customer information and contains some examples of when we disclose information. Other examples of when we disclose information include:

- (1) Where it is necessary for completing transactions, or
- (2) In order to verify the existence and condition of your card for a third party, such as merchant, or
- (3) In order to comply with government agency or court orders, or
- (4) If you give us your written permission, or
- (5) To our employees, auditors, affiliates, service providers, or attorneys as needed.

Other Terms

Your card and your obligations under this Cardholder Agreement may not be assigned. We may transfer our rights under this Cardholder Agreement. Use of your card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at anytime. If any provision of this Cardholder Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Cardholder Agreement shall not be affected. This Cardholder Agreement will be governed by the law of the State of North Carolina except to the extent governed by federal law.