Independence

Electronic Funds Transfer – Consumer

Authorization for Direct Debit via ACH

To enroll in Electronic Funds Transfer, fill out and return this form. Please make sure that you sign your name and date this form where indicated (Account Holder must sign too, if different from member).

Member Details

Member Name

Membership ID No. (As it appears on your ID card)

Mailing Address

Email Address

Telephone Number

Bank Details

Select One:

☐ Checking Account

☐ Savings Account

Banking/Financial Institution Name

Routing Number

Account Number

Bank Account Holder Date of Birth

Date(s) and/or frequency of debit(s) – Initial below

[ ] Recurring monthly debit (Standing Authorization) to my account, on the dates and in the frequency in accordance with my agreements with Independence Blue Cross ("IBX"). **I understand and acknowledge that the amount debited may change in accordance with my agreements with IBX, and I authorize IBX to charge such amount without further notice.**

A Standing Authorization is an advance authorization by a consumer of future debits at various intervals.

Under a Standing Authorization, future debits may be initiated by the consumer through some further action, as distinct from recurring entries which require no further action and occur at regular intervals.

[ ] I confirm that in connection with my request to make an ACH Debit payment, I hereby authorize IBX to validate my bank account and share information with ACH electronic payment processing.

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CONSUMER AUTHORIZATION FOR DIRECT PAYMENT VIA ACH (ACH DEBITS)

Direct Payment via ACH is the transfer of funds from a consumer bank account for the purpose of making a payment.

I ("PAYOR") HEREBY AUTHORIZE IBX to electronically debit my bank account set forth below (and, if necessary, electronically credit my account to correct erroneous debits) as follows, beginning with the receipt of this authorization at the depository financial institution named below ("DEPOSITORY"). I agree that ACH transactions I authorize comply with applicable law as well as with any relevant rules and regulations that relate to ACH transactions.

I understand that this authorization will remain in full force and effect until I notify IBX in writing, at the address IBX set forth below, that I wish to revoke this authorization. I understand that IBX requires at least fourteen (14) days of prior notice in order to cancel this authorization.

This Authorization incorporates by reference all other agreements with IBX, including without limitation the Terms and Conditions for Bill Payment Services attached to this form and all documents related to my insurance coverage. This Authorization does not constitute an agreement by IBX to accept any payment method attempted by Customer. Customer acknowledges and agrees that the information in this form must be validated in accordance with NACHA rules prior to debiting Customer's account.

By signing below, I acknowledge that I have read the above and attached Terms and Conditions for Bill Payment Services and agree to them.

_____

Signature of Checking Account Holder Date

_____

Member Signature Date

Account Holder Name: _____

Account Holder Address: _____

_____

Account Holder Telephone Number: _____

Account Holder Email Address: _____

Mail completed form and a copy of a voided check to:

Independence Blue Cross
1901 Market Street
Philadelphia, PA 19103

Terms and Conditions for Bill Payment Services

These Terms and Conditions for Bill Payment Services ("Terms and Conditions") describe, define, and establish the terms and conditions under which Independence Blue Cross (hereafter referred to as "IBX", "we", "us", "our") provides electronic bill payment services (the "Services") to any individual person or organization (via its authorized representative) (hereinafter referred to as "you" or "your") who signs or otherwise indicates assent to these Terms and Conditions or is otherwise authorized to use the Services by you or uses the Services with your credentials. You may use the Services to make payments to your IBX account ("Service Account"). By using the Services, you agree to these Terms and Conditions and authorize IBX to make refunds or credits to your Service Account.

We reserve the right to refuse enrollment, limit or suspend use of the Services to any user who does not meet the criteria established by IBX. The criteria specifically include a requirement that users be located in the United States. IBX may revoke, deny the ability to access to the Services, limit access, or limit transactions to the Services without advance notice to you.

These Terms and Conditions are subject to change from time to time. You will be given notice of a change as required by law. Further, IBX reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services constitutes your acceptance of these Terms and Conditions and of any such changes to the Services.

YOU ACKNOWLEDGE AND AGREE THAT THESE TERMS AND CONDITIONS CONTAIN A LIMITATION OF LIABILITY THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, MAY AFFECT YOUR RIGHTS WITH RESPECT TO THE SERVICES.

Services

By using the Services, you authorize IBX to process the transactions submitted through your Service Account ("Payment Instructions"), and for IBX, or its designee, to post pending and completed transactions to your Service Account ("Bill Payments") as well as process refunds or credits to your Service Account.

Definitions

"Business Day" means Monday through Friday, excluding federal holidays and other holidays observed by IBX.

"Payment Account" means a draftable checking or savings account with Routing/Transit and Account numbers.

Limitations on Dollar Amounts of Transfers

You may use the Services to make Bill Payments up to a maximum of five thousand dollars ($5000.00) for Medicare Advantage plans per payment.

Consent to Receive E-mail and SMS Messages

By associating an e-mail address or mobile phone number with your Service Account, you represent that you are the owner of that e-mail address and/or mobile phone number. You consent to receive e-mails and or SMS messages from us and our designees. You agree that we and our designees may use automatic telephone dialing systems in connection with SMS messages sent to any mobile phone number that is associated with your Service Account. You further acknowledge and agree: (i) you are responsible for any fees or other charges that your wireless carrier may charge for any related data, SMS or other message services; (ii) you will immediately notify us by updating your contact information within the Service if you change or cancel any e-mail address or mobile phone number

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associated with your Service Account; (iii) neither we nor your wireless carrier is liable for any delay or failure to deliver any message sent to or from us; and (iv) to stop receiving SMS messages from us, change your settings within the Service, reply STOP to the most recent SMS message from us.

The Bill Payment Process

When you have scheduled a payment, you authorize us to debit your Payment Account and remit funds on your behalf. You certify that your Payment Account is an account from which you are authorized to make payments and any payment you make will be debited from this account. You also authorize the credit of returned payments from using the Services.

We will incur no liability if we are unable to complete any payments initiated because of any of the following:

1. You did not provide us with complete and correct payment or transfer information;
2. You did not properly follow the instructions for use of the Services;
3. The Services are not working properly and you know or have been advised about the malfunction before you execute the transaction;
4. If your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed your credit limit or overdraft limit;
5. Your Payment Account is closed or has been frozen;
6. You, or anyone you allow, commits fraud or violates any law or regulation in connection with the Services;
7. Circumstances beyond our control (such as fire, flood, postal delay or improper transmission or handling by a third party) prevent, hinder or delay the transaction, despite reasonable precautions that we have taken; and/or
8. A legal order prohibits withdrawals from your Payment Account.

You agree to have funds available in the Payment Account you designate in amounts sufficient to pay for all Bill Payments requested as well as any other payment obligations you have to us. We reserve the right, without liability, to reject or reverse a Bill Payment if you fail to comply with this requirement or any other provisions of these Terms and Conditions. If you do not have sufficient funds in the Payment Account and we have not exercised our right to reverse or reject a Bill Payment, you agree to pay for such payment obligations on demand.

Periodic Statements

Bill Payment transactions will appear on the periodic statement issued by IBX. SAVE THE CONFIRMATION STATEMENTS YOU ARE PROVIDED WHEN YOU USE THE SERVICES AND USE THEM TO VERIFY THE ACCURACY OF YOUR PERIODIC STATEMENT. You agree to promptly review your monthly statement from your financial institution and to notify us immediately if there are any suspected unauthorized payments or errors related to the Services.

Stop Payment Order

You may stop payment on a recurring Bill Payment or transaction by notifying us using any method under the Contact Us section below at least three (3) Business Days before the scheduled date of the Bill Payment or transaction. We may require you to provide us with written confirmation of a stop payment order within fourteen (14) days of an oral notification. You will be advised when you call us to request a stop payment order if we also need your written confirmation. If you are requested to provide a written confirmation and we do not receive it within fourteen (14) days, an oral stop-payment

order will not be binding after that time and a subsequent debit may be made to your account if the item is resubmitted for payment.

Unauthorized Transactions and Errors / In Case of Errors or Questions About Your Electronic Transfers

You shall notify us and your financial institution from which the payment was drawn immediately if you believe anyone has improperly obtained access to your Service Account, or if you suspect any fraudulent activity or unauthorized transactions on your Service Account or Payment Account.

In case of errors or questions about your Bill Payments, contact us using any method under the Contact Us section below as soon as you can, if you think your periodic statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. In such an occurrence, provide the following information:

- Tell us your name and account number (if any);
- 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;
- Tell us the dollar amount of the suspected error.

If you notify us verbally, we may require that you send us your complaint or question in writing or electronically within twenty (20) Business Days.

We have no liability to you for unauthorized transactions made using your credentials. You may have other rights under applicable law. Contact your financial institution immediately upon discovering an unauthorized transaction for more information.

Limitation of Liability

You are solely responsible for controlling the safekeeping of, and access to, the credentials used to access your Service Account. You are liable for all transactions made using your credentials. You will be responsible for any payment request you make that contains an error or is a duplicate of another payment. We are not responsible for a payment that is not made if you did not properly follow the instructions for making a payment. We are not liable for any failure to make a payment if you fail to promptly notify us after you learn that you have not received credit for a payment. We are not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be our agent. We are not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond our reasonable control. We make no representation or warranty that any information, material or functions included in the Services are appropriate for use by you in your jurisdiction. If you choose to use the Services, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations.

EXCEPT FOR CLAIMS CAUSED BY IBX'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE OR OUR SUPPLIERS, VENDORS, AND SERVICE PROVIDERS, OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS (COLLECTIVELY, "RELEASED PARTIES") BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF ANY MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF WE OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IBX SHALL NOT BE LIABLE FOR DIRECT DAMAGES IN EXCESS OF THE AMOUNTS PAID BY YOU IN THE PRIOR TWELVE (12) MONTH PERIOD FOR THE SERVICES GIVING RISE TO THE LIABILITY. IF YOU ARE DISSATISFIED WITH THE SERVICES OR WITH THESE TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO

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DISCONTINUE USING THE SERVICES. IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY MAY NOT APPLY, ANY LIABILITY OF THE RELEASED PARTIES IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS ($100.00).

Disclaimer of Warranty

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE RELEASED PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES, INCLUDING FITNESS FOR A PARTICULAR PURPOSE, QUALITY, MERCHANTABILITY, AND NON-INFRINGEMENT. THE RELEASED PARTIES DO NOT WARRANT THAT THE SERVICES ARE COMPLETELY SECURE OR IS FREE FROM BUGS, INTERRUPTIONS, ERRORS, OR OTHER PROGRAM LIMITATIONS.

Confidentiality

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the payments you make ONLY in the following situations:

- If we return transfers or payments made from your Payment Account which are drawn on insufficient funds or if we are unable to complete an electronic payment because of insufficient funds;
- Where it is necessary for completing payments;
- In order to verify the existence and condition of your Payment Account to a third party, such as a credit bureau or merchant and or for the purposes of debt collection;
- To a consumer reporting agency for quality assurance survey/research purposes only;
- In order to comply with a governmental agency or court order;
- If you give us your written permission;
- Pursuant to our Privacy Policy found at https://www.ibx.com/privacy-policy.

We may also disclose your information as noted in these Terms and Conditions and our Privacy Policy.

Change in Terms; Termination

We have the right to change these Terms and Conditions at any time. For any change that results in: (i) increased fees or (ii) increased liability to you; we will provide advance notice by posting notice on our website, or as otherwise permitted by law. We may, however, modify these Terms and Conditions without prior notice if necessary to maintain or restore the security of the Services or your Service Account.

We have the right to terminate your access to and use of the Services at any time. You may terminate your use of the Services by written notice using any method under the Contact Us section below, subject to any limitations discussed in these Terms and Conditions. We are not responsible for any payment made before we have a reasonable opportunity to act on your termination notice.

You remain obligated for any payments processed by us on your behalf.

Indemnification

You shall indemnify, defend and hold harmless the Released Parties, against any claims, losses, costs expenses, attorney's fees, interest, damages, and other liabilities, whether direct, indirect, special, punitive, incidental or consequential, arising out of or relating to: (i) your negligence or more culpable conduct; (ii) your failure to comply with applicable law; (iii) your failure to comply with these Terms and Conditions; and (iv) your use of the Services.

No Waiver
We shall not be deemed to have waived any rights or remedies we may have under these Terms and Conditions unless such waiver is in writing and signed by an authorized representative. Our delay or omission in exercising any rights or remedies shall not operate as a waiver of such rights or remedies and our waiver on any given occasion or under any circumstances shall not be construed as a bar to our waiver of any rights or remedies in the future.

Assignment
You shall not assign, transfer or delegate any of your rights or obligations under these Terms and Conditions without our prior consent, which we may withhold in our sole discretion. We may at any time assign, transfer, or delegate any or all of our rights or obligations under these Terms and Conditions to any party without your consent.

Governing Law
These Terms and Conditions shall be governed by the laws of the Commonwealth of Pennsylvania, including its conflicts of law rules. As permitted by applicable law, any legal action regarding the Services and these Terms and Conditions shall be brought in Philadelphia County, Pennsylvania.

General
These Terms and Conditions constitute the entire understanding of the parties with respect to the subject matter hereof, and all prior agreements, understandings and representations concerning such subject matter are canceled in their entirety. Notwithstanding the foregoing, these Terms and Conditions are in addition to any other agreements between you and us. If there is a conflict between these Terms and Conditions and one or more terms contained in another agreement between you and us, these Terms and Conditions will control. These Terms and Conditions shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of these Terms and Conditions and any present or future law, the part of these Terms and Conditions that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law. If any provision of these Terms and Conditions is for any reason determined to be invalid, such provision will be deemed modified so as to be enforceable to the maximum extent permitted by law consistent with the intent of the parties as herein expressed, and such invalidity shall not affect the remaining provisions of these Terms and Conditions, which shall continue in full force and effect.

Contact Us
Mail: Member Help Team, 1901 Market Street, Philadelphia, PA 19103.
Phone: Call the number on the back of your Member ID card. Representatives are available 8 a.m. to 8 p.m., Monday – Friday. Please note that on weekends and holidays from April 1 through September 30, your call may be sent to voicemail.

Independence Blue Cross offers products through its subsidiaries Independence Assurance Company, Independence Hospital Indemnity Plan, Keystone Health Plan East, and QCC Insurance Company — independent licensees of the Blue Cross and Blue Shield Association.

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