



BlueCross BlueShield  
of Illinois

BLUE<sup>HEALTHCARE</sup>  
BANK™

Welcome to Blue Healthcare Bank

## Sales Pack

[About Health Savings Accounts - HSAs](#)

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[Interest Rates & Fee Schedule](#)

[HSA Application](#)

[HSA Deposit Account Agreement](#)

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**Producers/Brokers/Agents:** Enroll on the web at [www.goBHB.com](http://www.goBHB.com) and click on the Broker Information link, or call 1.888.242.4121 to request an enrollment form.

Blue Cross and Blue Shield of Illinois is a Division  
of Health Care Service Corporation, a Mutual Legal Reserve Company, an  
independent licensee of the Blue Cross and Blue Shield Association.

Blue Healthcare Bank is a dba of HealthBenefit Bank, Member FDIC.  
Blue Healthcare Bank is an independent licensee of the Blue Cross and Blue Shield  
Association.

# ABOUT HEALTH SAVINGS ACCOUNTS (HSAs)



**BlueCross BlueShield  
of Illinois**

**BLUE HEALTHCARE  
BANK™**

## The Easiest Way to Build Savings for Health-Related Expenses

### WELCOME TO BLUE HEALTHCARE BANK

As a Blue HSA member, you enjoy the advantages of:

- **Pre-tax Contributions:** lowering your taxable income.
- **Tax-free Growth:** earn interest and build savings on a tax-free basis.<sup>1</sup>
- **Tax-free Withdrawals:** when used for qualified medical expenses.
- **Retirement Savings Vehicle:** funds can be withdrawn for any purpose without penalty after reaching age 65 (taxes may apply).
- **Portability:** the money stays with you if you change employers.
- **Investment Flexibility:** access to a wide range of mutual funds<sup>2</sup> available to help your money grow.

### PARTICIPATING IN AN HSA

1. Signing up is easy. Go to [www.goBHB.com/12011](http://www.goBHB.com/12011) or your Blue company's website and click on "ENROLL".
2. Fill in the requested information.
3. You will receive a welcome packet in the mail to help you start managing your account.

### HSA ELIGIBILITY

In order to participate in an HSA, individuals must meet the following requirements:

- Be covered by a qualified High-Deductible Health Plan (HDHP).
- Not be covered under another health insurance plan. (Individuals with limited benefit policies, including dental, vision and worker's compensation, may still be eligible for an HSA.)
- Not be enrolled in Medicare.
- Not be claimed as a dependent on another person's tax return.
- Not have funds in a Flexible Spending Account (FSA) at the end of the plan year; or if funds are in an FSA at the end of the plan year, the individual can make a one-time transfer of the entire FSA funds to the HSA during the FSA grace period.



### FUNDING AND USING YOUR HSA

The Internal Revenue Service has set contribution, deductible and out-of-pocket guidelines on HSAs and HDHPs, as listed below.

2008 HDHP/HSA LIMITS*	INDIVIDUAL	FAMILY
Maximum HSA Contribution	\$2,900	\$5,800
Minimum Deductible	\$1,100	\$2,200
Out-of-Pocket Maximum	\$5,600	\$11,200

\* Current for 2008. Limits are adjusted annually.

Individuals between 55 and 65 years of age can contribute extra amounts as "catch-up" contributions. The amount is \$900 for 2008 and \$1,000 for 2009 and subsequent years.

# ABOUT HEALTH SAVINGS ACCOUNTS (HSAs)



**BlueCross BlueShield  
of Illinois**

**BLUE HEALTHCARE  
BANK™**

## INVEST IN THE FUTURE OF YOUR HEALTHCARE

With a Blue HSA, members can grow their savings by choosing to invest in a wide variety of mutual funds.<sup>2</sup> To take advantage of this investment opportunity, members must:

- Build up a balance of \$2,000 in their HSA.
- Maintain at least \$2,000 in the HSA to continue investing.

When your account reaches \$2,000, automatic transfers will occur nightly into the investment options you have selected. If you have not made any investment selections, any funds over \$2,000 will transfer into the Money Market Account, which is an FDIC-insured account through M & I Trust Company, N.A.

## ADMINISTERING YOUR EXPENSES

Use your HSA to cover medical, dental and vision services – even co-payments and deductibles. Your Blue HSA gives you the option of paying for qualified medical expenses with debit card<sup>3</sup>, manual request or online bill pay.

You may not use your HSA to pay for health insurance premiums, except under the following circumstances:

- For any healthcare coverage while receiving unemployment benefits from either the state or federal government.
- Continuing coverage under COBRA after leaving an employer that offered you health insurance.
- Qualified long-term care premiums.
- Premiums, co-payments, co-insurance and deductibles for Medicare Parts A, B, C and/or D.

You can obtain a list of qualified expenses at [www.goBHB.com/12011](http://www.goBHB.com/12011) or [www.irs.gov](http://www.irs.gov).



<sup>1</sup> Tax advantages vary by state, check with your tax advisor regarding your specific circumstances.

<sup>2</sup> Cash deposits maintained at Blue Healthcare Bank in the HSA are FDIC-insured. Cash balances transferred and invested in mutual funds are maintained at M&I Trust Company, N.A. M&I Trust Company, N.A. does not render investment advice, does not have any discretion for the investment selections provided, and does not make any representations or warranties that it does. Mutual fund accounts are not deposits in, or obligations of, and are not guaranteed by Blue Healthcare Bank or M&I Trust Company, N.A.. Mutual funds are not FDIC-insured and are subject to market and investment risk, including the possible loss of the principal amount invested. Mutual funds are not Blue products.

<sup>3</sup> Personal spending account debit cards can only be used for qualified expenses and cannot be used at all merchants that accept debit cards or at any ATM.

Please be reminded that Health Savings Accounts have tax and legal ramifications. Blue Cross and Blue Shield of Illinois and Blue Healthcare Bank do not provide legal or tax advice, and nothing herein should be construed as legal or tax advice. These materials, and any tax-related statements in them, are not intended or written to be used, and cannot be used or relied on, for the purpose of avoiding tax penalties. Tax-related statements, if any, may have been written in connection with promotion or marketing of the transaction(s) or matter(s) addressed by these materials. You should seek advice based on your particular circumstances from an independent tax advisor regarding the tax consequences of specific health insurance plans or products.



**blue** brings it all together

[www.goBHB.com/12011](http://www.goBHB.com/12011)  
PO Box 708100  
Sandy, UT 84070-8100  
1-888-242-4121

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# HSA ENROLLMENT INSTRUCTIONS



**BlueCross BlueShield  
of Illinois**

**BLUE HEALTHCARE  
BANK**

## Start Saving Today – Open a Blue Healthcare Bank<sup>SM</sup> HSA

BLUE HEALTHCARE BANK offers many personal spending account options, including a Health Savings Account (HSA). HSA dollars can be used for qualified medical expenses not covered by your health plan, including deductibles and other out-of-pocket expenses.

### ENROLLMENT IS EASY

To open your account and start saving, enroll online at [www.goBHB.com/12011](http://www.goBHB.com/12011) or follow the steps below:

**Step 1:** Complete and sign the Health Savings Account application. Please make sure all the information on your application is current and accurate. If you use a post office box for your mailing address, please also include your residential address on the application. Failure to include your residential address may delay the opening of your account.

**Step 2:** Mail your completed application to:

Blue Healthcare Bank  
PO Box 708100  
Sandy, UT 84070-8100

**Step 3:** You will receive a welcome packet in the mail, including:

- Your account number
- User name\*
- Information on how to make the most of your HSA

Your debit card will be sent to you in a separate mailing. Your password\* will be the first four characters of your last name. If your last name has less than four characters, add an "X" to the end of your name to equal four characters.

\*Your user name and password will be used to access your account

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### QUESTIONS?

If you need further assistance or have questions about setting up your HSA, please go to [www.goBHB.com/12011](http://www.goBHB.com/12011) or call Blue Healthcare Bank's customer service at 1-888-242-4121. Customer service representatives are available from 7:00 a.m. to 7:00 p.m. Central Time, Monday through Friday.

The cash balance of your HSA is insured up to the legal limit by the Federal Deposit Insurance Corporation (FDIC), subject to FDIC rules. (Note: Mutual fund balances in your investment account are not FDIC-insured.) Information regarding your HSA will be sent directly to you from Blue Healthcare Bank.

Please be reminded that Health Savings Accounts have tax and legal ramifications. Blue Cross and Blue Shield of Illinois and Blue Healthcare Bank do not provide legal or tax advice, and nothing herein should be construed as legal or tax advice. These materials, and any tax-related statements in them, are not intended or written to be used, and cannot be used or relied on, for the purpose of avoiding tax penalties. Tax-related statements, if any, may have been written in connection with promotion or marketing of the transaction(s) or matter(s) addressed by these materials. You should seek advice based on your particular circumstances from an independent tax advisor regarding the tax consequences of specific health insurance plans or products.

[www.goBHB.com/12011](http://www.goBHB.com/12011)

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**TRUTH IN SAVINGS DISCLOSURE  
HEALTH SAVINGS ACCOUNTS**

Your Health Savings Account is a NOW (Negotiable Order of Withdrawal) account. Please read this disclosure carefully, as it provides important information about your account. This disclosure is provided to you in accordance with the requirements outlined in the Truth in Savings Act (12 U.S.C. 4301 *et seq.*) and the Board of Governors of the Federal Reserve System's Regulation DD (12 C.F.R. 230).

**Interest Rate Information**

Your interest rate at Blue Healthcare Bank is based on the amount of funds on deposit and follows the tiered-rate structure outlined below. The interest rates and annual percentage yields listed below are effective as of 03/01/2008. The interest rate and annual percentage yield on your account are variable and are set based on current market conditions. Deposits exceeding \$1 million may receive a separate negotiated rate with Blue Healthcare Bank. We may, at our discretion, change the interest rate and annual percentage yield on your account at any time. Please call 1-888-242-4121 or check the website\* for current rate information.

Deposit Amount	Interest Rate	Annual Percentage Yield
\$0.01 – \$ 999.99	0.25%	0.25%
\$1,000.00 – \$ 2,499.99	1.00%	1.00%
\$2,500.00 – \$ 4,999.99	1.73%	1.75%
\$5,000.00 – \$14,999.99	2.47%	2.50%
\$15,000.00 and over	3.68%	3.75%

**Minimum Balance Requirements**

There is no minimum balance required to open your account. However, to reduce your monthly maintenance fee from \$3.50 to \$0.50 per month, you must maintain a minimum balance of \$2,000.00 in your account (see Fee Schedule below). You may not have an overdraft balance on your account and therefore must maintain a balance sufficient to cover fees assessed.

**Compounding and Crediting**

Interest will be compounded and credited to your Account monthly on the last day of your statement cycle. If you close your Account before accrued interest is credited, you will forfeit any interest accrued for that month.

**Balance Computation Method**

We use the daily balance method to calculate the interest on your Account. This method applies a daily periodic rate to the principal in the Account each day.

**Accrual of Interest on Non-cash Deposits**

Interest begins to accrue no later than one business day after the day we receive your deposit.

**Fee Schedule**

The following fees will be assessed and debited from your account as appropriate.\*\* Your one-time account set-up fee for either paper or electronic submission and the monthly maintenance fee regardless of balance, may be lower than the fees listed below.

Fee Description	Amount
One-time Account Set-up Fee (paper submission)	\$16.00
One-time Account Set-up Fee (electronic submission)	\$12.00
Monthly Maintenance Fee (if balance is less than \$2,000.00 on any day)	\$3.50
Monthly Maintenance Fee (if balance is \$2,000.00 or more every day)	\$0.50
Monthly Maintenance Fee on Investment Account	\$1.75
Fee for Overdraft or Non-sufficient Funds (per item or occurrence)	\$20.00
Fee for Returned Item/Uncollected Funds (per item or occurrence)	\$10.00
Fee for Closing Your Account	\$15.00
Fee for Manual Check Reimbursement	\$4.00
Fee for Mailing Optional Paper Statement	\$4.00

\*See the website for our current interest rate and annual percentage yield information at [www.goBHB.com](http://www.goBHB.com)

\*\*You are responsible for paying all fees associated with your account. In some instances, however, a third party, such as your employer, may agree to pay some of the fees associated with your account on your behalf. If a third party has made arrangements to pay any fee on your behalf, you will not be charged for that specific fee as long as the arrangement is still valid and payment is being received. For example, if your employer agrees to pay your monthly maintenance fee on your behalf and you become no longer employed with that employer, you will then become responsible for paying that fee.

# HSA APPLICATION



**BlueCross BlueShield  
of Illinois**



**Instructions:** Please complete the fields on the application. Fields with an asterisk (\*) are required.

Personal Information for Account Holder			
* First Name	* Middle Initial	* Last Name	
* Social Security Number — — — — —	* Date of Birth (mm/dd/yyyy) / /	* Home Phone ( )	
* Street Address (cannot be a P.O. Box)	* City	* State	* Zip Code —
* Mailing Address (if different from street address)	* City	* State	* Zip Code —
* Email Address	Work Phone ( )		

**Important information about procedures for opening a new account:** To help the government fight the funding of terrorism and money-laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: when you open an account, we must ask your name, address, date of birth and other information that will allow us to identify you. If your identity cannot be authenticated, or your application is incomplete, your account will not be opened unless the issues are resolved.

High-Deductible Health Plan (HDHP) Information (*Required if available)		
* BCBS Plan Name	* BCBS Group Number	
* BCBS Plan Member Identification Number (found on your medical ID card)		
* Broker Number		
* HDHP Coverage Type <input type="checkbox"/> Individual <input type="checkbox"/> Family	* HDHP Start Date (mm/dd/yyyy) / /	* HDHP End Date (mm/dd/yyyy) / /

## ADDITIONAL DEBIT CARD

To request an additional debit card for an authorized user [spouse or other eligible dependent(s)], complete the information requested below. After your account is open, you may also request an additional card by completing a Request for an Additional Debit Card form. The form is available on our website [www.goBHB.com/12011](http://www.goBHB.com/12011) or by calling customer service at 1-888-242-4121.

By completing the information below, you authorize Blue Healthcare Bank to issue a health savings account (HSA) debit card to your spouse or other eligible dependent(s), which can be used to withdraw funds from your HSA. You understand that individual(s) listed below will be authorized user(s) of your debit card and that you will be liable for all charges made by the authorized user.

Name and Address of Authorized User(s)			
* Name of User	* Date of Birth (mm/dd/yyyy)	* Social Security Number	* Relationship
* Address	* City	* State	* Zip Code
* Name of User	* Date of Birth (mm/dd/yyyy)	* Social Security Number	* Relationship
* Address	* City	* State	* Zip Code



## DESIGNATION OF BENEFICIARY

The following individual(s) or entity(ies) shall be my primary and/or contingent beneficiary(ies). If neither primary nor contingent is indicated, the individual or entity will be deemed to be a primary beneficiary. If more than one primary beneficiary is designated and no distribution percentages are indicated, the beneficiaries will be deemed to own equal share percentages in the account. Multiple contingent beneficiaries with no share percentage indicated will also be deemed to share equally. If a primary or contingent beneficiary dies before me, his or her interest and the interest of his or her heirs shall terminate completely, and the percentage share of any remaining beneficiary(ies) shall be increased on a pro-rated basis. If no primary beneficiary(ies) survives me, the contingent beneficiary(ies) shall acquire the designated share of my account.

To change your beneficiaries or add additional beneficiaries, please complete a Designation of Beneficiaries form available on our website at [www.goBHB.com/12011](http://www.goBHB.com/12011).

Name and Address of Individual(s) (or of Trust or Trustee)						
* Name of Individual	* Sex (M/F)	* Date of Birth (mm/dd/yyyy)	* Social Security Number		* Relationship	* Share (%)
* Address	* City		* State	* Zip Code	<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	
* Name of Individual	* Sex (M/F)	* Date of Birth (mm/dd/yyyy)	* Social Security Number		* Relationship	* Share (%)
* Address	* City		* State	* Zip Code	<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	

## SPOUSAL CONSENT IN COMMUNITY OR MARITAL PROPERTY STATES WHEN DESIGNATING BENEFICIARIES OTHER THAN OR IN ADDITION TO THE SPOUSE

This section should be completed if the residence of the Account Holder is located in a community or marital property state or if the Account Holder is married and the Account Holder designates a beneficiary other than or in addition to the Account Holder's spouse. Due to important tax consequences of giving up one's community property interest, individuals signing this section should consult with an independent legal or tax advisor.

I am married and want death benefits paid to someone other than my spouse or in addition to my spouse as specified above.

I am the spouse of the above-named Account Holder. I acknowledge that I have received a fair and reasonable disclosure of my spouse's property and financial obligations. Due to the important tax consequences of giving up my interest in this account, I have been advised to see a tax professional. I hereby give the Account Holder any interest I have in the funds or property deposited in this account and consent to the beneficiary designation(s) indicated above. I assume full responsibility for any adverse consequences that may result. No tax or legal advice was given to me by Blue Healthcare Bank.

X \_\_\_\_\_

Signature of Spouse

Date (mm/dd/yyyy)

X \_\_\_\_\_

Signature of Witness (required-cannot be spouse)

Date (mm/dd/yyyy)

## PROXY STATEMENT

The Securities and Exchange Commission requires us to disclose the name and address of the beneficial owner of securities held in nominee form to the issuers of those securities unless you instruct us to the contrary. The intent is to facilitate direct, corporate communications between beneficial owners and securities issuers. The issuers may use this information only for corporate communications.

Because your account was opened after December 28, 1986, we are required to disclose your name, address and the number of shares held to the issuers of securities you beneficially own, unless you indicate that you do not wish this disclosure made. Please mark the box next to the option you select. If no choice is indicated, your name, address and the number of shares held in the account will be disclosed to the issuer of the security on appropriate request

OPTION #1: NO - Do not disclose my name, address and the number of shares held in the account in nominee name to the issuer of the securities.

OPTION #2: YES - I authorize disclosure of my name, address and the number of shares held in the account in nominee name upon the request of the issuer of the securities.



**BlueCross BlueShield  
of Illinois**



## ACKNOWLEDGEMENTS AND AGREEMENTS (Please review before signing)

I authorize (a) Blue Healthcare Bank, (b) the insurer or administrator of my High Deductible Health Plan (HDHP) and (c) my employer to exchange my account information, enrollment status, healthcare claims and other information necessary to (x) establish and maintain my account, (y) facilitate direct deposits to and healthcare claims payments from my account and (z) accomplish other purposes related to payment for my healthcare, including complying with the terms of my depository agreement. I hold harmless and will indemnify Blue Healthcare Bank for any claims against or losses Blue Healthcare Bank may suffer arising out of Blue Healthcare Banks' reliance on this authorization and release Blue Healthcare Bank from all liability arising from such reliance.

If this HSA is being established with a regular contribution, I certify that I am covered by a qualified HDHP, and that I am not covered by a health plan other than an HDHP that provides any of the same benefits as an HDHP. If this HSA is being established with a rollover or transfer contribution, I certify that the rollover or transfer of assets is compliant with current law and regulations. I certify that the information provided by me on this Application is accurate. I understand that I will receive a copy of the Deposit Account Agreement, Truth in Savings Disclosure with Schedule of Fees, and Privacy Policy in my enrollment packet. If I enroll online I understand I will have the opportunity to print the above disclosures during the enrollment process. I agree to be bound by the terms and conditions found in the Application. I understand that I may revoke this HSA on or before twenty-one (21) days after the date of establishment. I have not received any tax or legal advice from the trustee/custodian, and I will seek the advice of my own tax or legal professional to ensure my compliance with related laws. I release and agree to hold the HSA custodian harmless against any and all claims or losses arising from my actions. I understand that a monthly statement will be made available to me at [www.goBHB.com/12011](http://www.goBHB.com/12011). I agree to notify Blue Healthcare Bank if I wish to have statements mailed to me. I certify that the information provided in this application is true and complete.

X \_\_\_\_\_  
Signature of Applicant (required) Date (mm/dd/yyyy)

*Your HSA will be considered established for tax purposes as of the start date of your HDHP, provided that you have signed, dated and submitted the completed application for your HSA on or before that date. If we receive your application after your HDHP start date, your HSA will be considered established as of the date we receive the application. We will process your contribution and assess interest on either the date we set up your account or the date we receive funds, whichever comes later. To receive tax-favored treatment for distributions from your HSA, any qualified medical expenses must be incurred after the date that your HSA is established.*

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### Mail completed application to:

Blue Healthcare Bank  
PO Box 708100  
Sandy, UT 84070-8100

[www.goBHB.com/12011](http://www.goBHB.com/12011)

PO Box 708100  
Sandy, UT 84070-8100  
1-888-242-4121

### Mail deposits with a copy of this application to:

Blue Healthcare Bank  
PO Box 88482  
Milwaukee, WI 53288-0482

**blue** brings it all together



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## HEALTH SAVINGS ACCOUNT Deposit Account Agreement

Your Health Savings Account is a NOW (Negotiable Order of Withdrawal) account made available through Blue Healthcare Bank. Blue Healthcare Bank is a dba of HealthBenefit Bank, Member FDIC, as Trustee/Custodian (referred to in this document as "us," "we," "our," "BHB" and similar terms). Blue Healthcare Bank is located at 200 W. Civic Center Drive, Sandy, Utah 84070. Health Savings Account holders (referred to in this document as "you," "your," "Member" and similar terms), their family members and their employers can make deposits into the Health Savings Account by way of check or electronic transfer. Withdrawals from your Health Savings Account can be made primarily by using your HSA debit card ("Card") issued to you by us when you open your Account. You also can request us to issue a check or to make an electronic transfer from your account to pay for or reimburse for Qualified Medical Expenses. By opening a Health Savings Account ("HSA" or "Account") with us and providing us with a signed Health Savings Account Application you agree to be bound by (a) this HSA Deposit Account Agreement including HSA Account Disclosures as it may be amended from time to time (this "Agreement"), (b) our policies and procedures regarding Health Savings Accounts, and (c) applicable laws. Please keep a copy of these documents and any amendments thereto for your reference.

**Opening Your HSA.** By completing the enrollment for an HSA or depositing funds in the Account, you become subject to this Agreement. You attest that any information you supply to us on the HSA enrollment form is true and correct. You agree that we may obtain reports from credit bureaus or consumer reporting agencies to confirm or investigate or reinvestigate any information that you provide. The authorized signature for the HSA will be that reflected in the HSA enrollment form. For payment of funds and for other purposes relating to the HSA, we are authorized to recognize this signature, but we will not be liable to you for refusing to honor any signed instruction on the Account if we believe, in good faith, that the signature appearing on the instruction is not genuine.

By opening a HSA with us you agree that you will use the HSA exclusively for the purpose of paying or reimbursing your Qualified Medical Expenses and those of your spouse and Dependents. You represent that, unless this Account is used solely to make Rollover Contributions, you are eligible to contribute to this HSA; specifically, that you: (1) are covered under a High Deductible Health Plan (HDHP); (2) are not also covered by any other health plan that is not an HDHP (with certain exceptions for plans providing preventive care and limited types of permitted insurance and permitted coverage); (3) are not enrolled in Medicare; and (4) cannot be claimed as a Dependent on another person's tax return.

**Deposits.** We may, at our sole discretion, refuse to accept particular instruments as deposits. Items that you deposit are handled by us according to our usual collection practices. If an item of your deposit is returned unpaid, we will debit your Account, charge a returned item fee and adjust any interest earned. You are liable to us for the amount of any item you deposit to your Account that is returned and all costs and expenses related to the collection of some or the entire amount from you. Funds deposited to your Account are available in accordance with our Funds Availability Policy. Refer to the Funds Availability section of this agreement. You agree to accept our accounting of the amount of any deposit of cash, checks, or other items. We are not responsible for transactions initiated by mail until we actually receive and record them. Any cash deposit will be credited to your Account in accordance with this Agreement. You understand you may not be able to withdraw funds until we have received final settlement for any item deposited. Any deposit made on Saturdays, Sundays, Holidays, or after our cutoff hour (2:00 p.m. Central Time) on business days, will be processed on the next business day. If you send an initial deposit with your Application, we will process that deposit and will assess interest to you on the latter of the date we receive funds, date we collect the funds, the effective date of your High Deductible Health Plan (HDHP), or the date we establish your Account.

If you mail your deposits to the incorrect address, we will not be liable for the delay in processing your deposit. Interest will not begin to accrue until deposits are received at the correct address and are properly credited to your Account. If your employer makes contributions to your Account or facilitates your deposits (i.e. through payroll deductions), funds will be credited to your Account within one business day of us receiving them. Funds will be available to you in accordance with the Funds Availability section of this agreement and interest will begin accruing in accordance with the Interest section of this agreement.

**Collection of Deposit Items.** In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. If we permit you to withdraw funds from your Account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your Account or obtain a refund from you. In addition, we may charge back any deposited items at any time before settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we shall not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions.

**Expenses/Indemnifications.** You agree to be liable to us for any loss, costs or expenses that we incur as a result of any dispute involving your Account, including reasonable attorneys' fees to the extent permitted by law, and you authorize us to deduct such loss, costs or expenses from your Account without prior notice to you. You shall fully indemnify us from any and all liability which may arise in connection with the Account, except that which arises from our negligence or willful misconduct. Other than as set forth in the previous sentence, we shall not incur any liability of any nature in connection with the Account.

**Custodial and Investment Accounts.** You acknowledge that your Account is set up as a custodial account as contemplated by Internal Revenue Code (IRC) Sections 223 and 408(h), and it is your sole responsibility to determine the legal effects of opening, transacting and maintaining an account of this nature. When you open an Account with us, you are simultaneously opening an investment account with Marshall & Ilsley Trust Company, N.A. (MITC). When your Account balance exceeds \$2,000 automatic transfers will occur nightly from your HSA Account into the Marshall Prime Money Market Account (MPMMA) offered by MITC. The MPMMA is not an FDIC insured account. Your investment account with MITC, which includes the MPMMA option, is a self-directed investment account. This means you may choose the investments (i.e. mutual funds) in which to invest. You may also simply keep your funds in the MPMMA or select a combination of both options. If you have not made specific investment selections, the automatic transfers will sweep into the MPMMA as a default.

When you use your debit card for qualified medical purchases, the debit card authorizes transactions based on the aggregate amount held in both your HSA Account and your MPMMA. If the transaction amount exceeds the amount held in your HSA Account, funds from the MPMMA will automatically be transferred back to your HSA Account to cover the transaction. If the transaction amount exceeds the aggregate amount held in both your HSA Account and MPMMA, the transaction will be denied – even if you have funds in other investment account selections. We do not automatically move funds from your investment selections to the MPMMA. You must initiate all sales on investments and move the funds back into the MPMMA.

Your HSA Account is insured by the FDIC up to the Standard Maximum Deposit Insurance Amount, which currently is \$100,000 in principal and accrued interest per depositor, such

maximum to be adjusted for inflation beginning in 2010. Any funds from your HSA that are invested in stocks, bonds, mutual funds or other investments are not insured by the FDIC, are not obligations of BHB, nor are they guaranteed by us. Mutual funds are subject to investment loss, including the possible loss of the principal amount invested.

Subject to this Agreement and if directed by you, we are specifically authorized to transfer funds to your investment account for investment in stocks, bonds, mutual funds registered under the Investment Company Act of 1940, or other investments. You shall have exclusive responsibility for and control over the investment of assets in your investment account. We shall have no discretion to direct any investment or any responsibility for giving investment advice, or offer any opinion on the value or suitability of any investment. Refer to your Investment Account terms and conditions for more information.

**Power of Attorney.** If you wish to name another person to act as your attorney in fact or agent in connection with your Account, we must approve the form of appointment.

**Fees, Service Charges, and Balance Requirements.** You agree to pay service, maintenance, withdrawal, overdraft, and other fees, charges and penalties in accordance with the applicable fee schedules established by us from time to time to the extent these are not paid by your employer. You may obtain an HSA Schedule of Fees from our website. Our current HSA Schedule of Fees is disclosed on your HSA Truth in Savings Disclosure. You agree to pay fees and other expenses incurred in the our performance of our duties related to this Account, including, but not limited to, brokerage and other costs incurred in carrying out your investment directions to the extent not paid by the Employer. You also shall reimburse us for all reasonable expenses, including legal expenses that we may incur in connection with the administration of the Account to the extent not paid by the Employer. You authorize us to deduct these fees, charges, and penalties from your Account without notice to you. You are not allowed to have an overdraft on your Account and therefore must maintain a balance sufficient to pay monthly maintenance fees and other fees that may be assessed.

**Interest.** Your Account will bear interest at annual rates which are calculated and compounded using the daily balance method. This method applies a daily periodic rate to the principal in the Account each day. This rate may be dependent upon the balance in the accounts. Current rate information is available by phone and through the Internet. Except as required by law, we reserve the right to pay interest only on collected balances and only from the date of collection, not to pay interest on Accounts open for less than 90 days, not to pay interest until the effective date of your High Deductible Health Plan (HDHP), and not to pay interest accrued but not credited at the time an Account closes. If you roll over funds into your Account, interest will start accruing immediately. We will not pay interest on Accounts that do not meet eligibility requirements established by law. If you send an initial deposit with your Application, we will process that deposit and will assess interest to you on the latter of the date we receive funds, date we collect the funds, the effective date of your High Deductible Health Plan (HDHP), or the date we establish your Account. Refer to your Truth in Savings Disclosure for additional information related to payment of interest.

**Non-Sufficient Funds.** If your Account lacks sufficient available funds to pay any Card transaction, or to pay a check or preauthorized transfer presented for payment, we will decline to authorize the Card transaction, and will return such check or preauthorized transfer for non-sufficient funds and charge a return item fee. We may process checks in any order, including from highest dollar amount to lowest dollar amount. Authorization for a Card transaction will be declined, and a check will be returned for non-sufficient funds if there are not funds in the HSA even though there may be funds in the investment account.

**Periodic Statements.** You will receive a monthly Account statement, unless there are no transfers in or out of the Account in a particular month, in which case you will get the statement at least quarterly.

**Amendments and Alterations.** We can change any provision of this Agreement, add new terms to it, and delete terms from it (including but not limited to the HSA Schedule of Fees) from time to time. We will give you advanced written notice of a changed term, new term, or deletion in accordance with applicable law.

**Notices.** You are responsible for notifying us of any address or name changes, or other information affecting your Account. Your notices to us must be in writing, signed by you, and must contain enough information to allow us to identify the Account. Notice sent by you to us is not effective until we have received it and have a reasonable opportunity to act on it. Written notice sent by us to you is effective when mailed to the last address supplied to us in writing.

**Transfers and Assignments.** You cannot assign or transfer any interest in your Account unless we first agree to it in writing.

**Applicable Laws and Regulations.** You understand that this Agreement shall be governed by federal law, except to the extent that Utah law may be applicable. Changes in these laws may change the terms and conditions of your Account.

**Wire Transfers and Automated Clearing House (ACH) Transactions.** If you send or receive a wire transfer, you agree that Fedwire may be used and a wire transfer fee will be assessed. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire. If you are a party to an Automated Clearing House (ACH) entry, you acknowledge and agree that any such entry will be governed by the National Automated Clearing House Association (NACHA) Operating Rules, Rules of any local ACH, and the Rules of any other system through which the entry is made. Other payment orders you make may be governed by Article 4A of the Uniform Commercial Code. Under NACHA Rules, we are not required to give you next day notice of the receipt of a wire transfer or ACH entry and we will not do so. We will notify you in your Account Statement. If we credit your Account for an ACH entry or wire transfer, the credit is provisional until we receive the final settlement for the item or payment order. We are entitled to a refund of the amount credited if we do not receive the final settlement or if we credit your Account by mistake. You agree that we may exercise our option to reverse the credit or require that you reimburse us by way of direct payment.

**Stop Payments.** If you request us to stop payment on a check you have written via online bill pay, you will give us a written request within 14 days of making the request. If you fail to confirm an oral stop payment request in writing within 14 days, we reserve the right to cancel the request. We must receive the request in a time and way that gives us a reasonable opportunity to act on it. Stop payments are effective for six (6) months. You will be charged a stop payment fee every time you request a stop payment, even if it is a continuation of a previous stop payment request. Only the person who requested the stop payment can release a stop payment request. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request.

**Official Bank Checks.** If you ask us to stop payment on a lost, destroyed, or stolen bank check on which you are the remitter or the payee or the drawer, we will require you to provide a written declaration of loss describing the item with reasonable certainty. We must be given a reasonable time to act on the declaration before the item is paid. Your claim is not enforceable until the 90th day after we issue the check and until that time we will pay the check to any person entitled to endorse it. Our payment of a check to a person entitled to enforce it

discharges us of all liability with respect to the check. Such person may have a claim against you after the 90th day and after we have paid you.

**Checks.** All negotiable paper ("checks") presented for deposit must be in a format that can be processed and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your Account or on any check issued by you must be placed on the left side of the check when looking at it from the front, and must be placed so as to not go beyond an area located 1 and 1/2 inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that this requirement is met, and you are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.

**Stale, Postdated, or Overdraft Checks.** We reserve the right to pay or dishonor a check more than six (6) months old without prior notice to you. You agree not to postdate any check drawn on the Account. If you do and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable for paying any stale, postdated or overdraft check. Any damages you incur that we may be liable for are limited to actual damages not to exceed the amount of the check.

**Check Safekeeping.** Unless we indicate otherwise, and as applicable, your canceled checks will be retained by us and destroyed after a reasonable time period or as required by law. If for any reason we cannot provide you with a copy of a check, our liability, to the extent permitted by law, will be limited to the lesser of the face amount of the check or the actual damages sustained by you.

**Restrictive Legends.** We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in a writing signed by one of our officers. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00."

**No Waiver.** You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this Agreement or law shall affect or preclude our future exercise of that right, remedy, power or privilege.

**Right to Refuse Any Deposit, to Close Any Account, or to Terminate Account Services.** We reserve the right, in our discretion, to refuse to accept your deposit, including a new account deposit, to offer any account services, such as debit card, or to close your Account at any time. We may close the Account at any time, with or without cause, by sending you notice and a check for the balance in our possession to which you are entitled. Unless we determine that keeping your Account open may present a risk to us, we will send notice of account closure to you effective ten (10) calendar days after the date of mailing to you. You agree that ten (10) calendar days is a reasonable time period for such notice. We reserve the right to prevent your access to your Account or to close your Account without notice when we reasonably believe we will otherwise sustain a loss. We also may prevent your use of your Account without prior notice pending the resolution of a claim, investigation, or dispute concerning the Account.

You may close your Account by giving us thirty (30) days written notice. If you have arranged for your Employer to contribute to the Account by payroll deduction, termination of the Account shall be effective only after you terminate such payroll deduction deposits. You shall then appoint a successor custodian or trustee authorized to act as such in relation to HSAs under the Code. As soon as is practicable following written notice of this appointment, we shall transfer all assets and records of the Account to the successor custodian or trustee. We, however, may retain a portion of the assets of the Account as a reserve for payment of anticipated remaining fees and expenses, and shall pay over any remainder of this reserve to the successor custodian or trustee upon satisfaction of these fees and expenses.

If we close your Account and you owe us money for any reason, you will still be responsible for paying the money due. No closure, by you or us, will affect our right to debit the Account for any withdrawals or charges made by you, or made by an authorized user on your debit card, or to honor any adjustments or chargeback related to such transactions. As soon as practical after termination or closure, we will distribute the balance in your Account. After distribution of all funds, this agreement will end, and we will have no further duties, obligations, or liabilities to you or anyone, except as required by law.

**Withdrawal Notice Requirements.** We have the right to require seven (7) days prior written notice of your intent to withdraw any funds from your Account.

**Contributions and Contribution Limits.** We will accept additional cash contributions for the tax year made by you or on behalf of you (by an Employer, family member or any other person). Except in the case of certain rollover contributions, and except as otherwise permitted by law or guidance issued by the U.S. government.

**Catch-Up.** Persons age 55 and over may make "catch-up" contributions in accordance with IRS rules. For calendar year 2007, an additional \$800 catch-up contribution may be made for an Account Owner who is at least age 55 or older and not enrolled in Medicare. The catch-up contribution increases to \$900 in 2008, and \$1,000 in 2009 and later years.

**Excess Contributions.** Contributions (other than catch-up or rollover contributions) in excess of the maximum annual contribution limit are subject to an excise tax. It is your responsibility to determine whether contributions to your Account have exceeded the maximum annual contribution limit applicable to you. If contributions to your Account exceed the maximum annual contribution limit, you shall notify us that there exist excess contributions to the Account. It is your responsibility to request the withdrawal of the excess contribution, pay the excess contribution refund fee and any net income attributable to the excess contribution.

**Rollovers.** You may roll over your Account to another HSA of yours. You may also roll over contributions from another HSA account to this Account. Rollover Contributions from an HSA need not be in cash and are not subject to the maximum annual contribution limit set forth in the Contributions Limits section above. Additionally, under certain circumstances and subject to certain laws and regulations, you may rollover contributions from (i) an Individual Retirement Account (IRA), (ii) a Flexible Spending Account or (iii) a Health Reimbursement Arrangement. These transactions are complex. If you have any questions regarding a rollover, please consult with your tax advisor. At the time you make a rollover contribution to an HSA with us, you must designate to us in writing your election to treat that contribution as a rollover.

**Prior Year Contributions.** A contribution is deemed to have been made on the last day of the preceding taxable year if made by the deadline for filing your income tax return (not including extensions), and you designate the contribution as a contribution for the preceding taxable year. For example, if you are a calendar year taxpayer and you make your HSA contribution on or before April 15, your contribution is considered to have been made for the previous tax year if you designated it as such.

**Tax and Savings Consequences.** We make no guarantees of any tax or savings consequences and provide no tax advice. You should consult your own tax adviser. You alone are responsible for complying with the tax law rules, keeping sufficient records to demonstrate whether your HSA distributions were made to pay or reimburse your qualified medical expenses, and any tax consequences of this HSA. The Bank's responsibility is limited to the handling of your contributions in accordance with the terms of this Agreement.

**Use of Funds.** Distribution of funds from this HSA may be made upon your direction. Distributions from this HSA that are used exclusively to pay or reimburse Qualified Medical Expenses of you or your spouse or dependants are tax-free. However, distributions that are not

used for Qualified Medical Expenses are included in the Account Owner's gross income and are subject to an additional 10 percent tax on that amount. The additional 10 percent tax does not apply if the distribution is made after your death, disability, or reaching age 65. We are not required to determine whether the distribution is for the payment or reimbursement of qualified medical expenses. Only you are responsible for substantiating that the distribution is for qualified medical expenses and you must maintain records sufficient to show that the distribution is tax-free. Distribution of funds from the Account may be subject to reasonable restrictions on frequency or minimum amounts established by us and communicated in advance to you. Distribution of Account assets primarily shall be by use of the debit card associated with the Account and issued to you in connection with the establishment of the Account. The debit card may be used to draw upon funds in the Account, but it may not be used to draw upon the investment funds.

**Preauthorized Transfers/Payments.** If you have arranged to have direct deposits made to your Account at least once every sixty (60) days from the same person or company, you can call (888) 242-4121, during normal business hours, to find out whether or not the deposit has been made. If you have told us in advance to make regular payments from your HSA either by draft or by using your Card number, you can stop any of these payments. Here's how: You may call (888) 242-4121 or write to Blue Healthcare Bank, P.O. Box 708100, Sandy, UT 84070-8100 in time for us to receive your request at least three (3) business days before the payment is scheduled to be made. If you orally request a stop payment, we may require you to also put your request in writing and get it to us within fourteen (14) days after you call. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. If these regular payments may vary in amount, the person you are going to pay will tell you ten (10) days before each payment, when it will be made and how much it will be.

**Bank's Liability for Failure to Make Transfers.** If we do not complete an electronic fund transfer to or from your Account on time or in the correct amount according to this Agreement, we will be liable only for your actual losses or damages. However, there are some exceptions. **WE ARE NOT LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.** In addition, we will not be liable, for instance:

- a. If, through no fault of ours, you do not have enough money in your Account to make the transfer.
- b. If the funds in your Account are subject to legal process.
- c. If your Card has been reported lost or stolen while you are using the Card.
- d. If we have reason to believe the requested transaction is unauthorized.
- e. If the transaction would exceed the security limitations on use of your Card.
- f. If the merchant terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- g. If circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, war, terrorism, computer breakdown, telephone line disruption, or a natural disaster) prevent the transaction, despite reasonable precautions that we have taken; or
- h. If a merchant refuses to accept the Card.

**Repayment for Mistake.** You may repay to the Account any amount distributed from the Account because of a mistake of fact due to reasonable cause that an expense paid or reimbursed by the Account was a Qualified Medical Expense no later than April 15 of the year following the year you knew or should have known the distribution was a mistake. We may rely on your representation that the distribution was a mistake that qualifies for a return as provided herein.

**Account Assets.** No part of the Account assets will be invested in life insurance contracts or in collectibles as defined in Section 408(m) of the Code. The assets of the Account will not be commingled with other property except in a common trust fund or common investment fund. You may not engage in any prohibited transaction with respect to this Account (such as borrowing or pledging the Account or engaging in any other prohibited transaction as defined in Section 4975 of the Code).

**Forfeiture.** Your interest in your Account balance is nonforfeitable.

**Inactive Accounts.** Dormancy and escheatment rules applicable to your Account are governed by the laws of the state reflected in your address of record. If you have a zero balance in your Account for 90 consecutive days or more, you will be considered to have closed your Account. Please refer to the HSA Schedule of Fees regarding fees that may apply.

**Beneficiary.** You may, on forms provided by us, designate one or more Beneficiaries to receive the balance in the Account upon your death. Unless you specify otherwise, each Beneficiary designation filed with us by you will cancel all previous Beneficiary designations. The consent of the Beneficiary(ies) is not required for you to revoke a Beneficiary designation. If no Beneficiary is named, or if all the named Beneficiaries predecease you, your surviving spouse, or, if there is no surviving spouse, your estate shall be deemed to be your Beneficiary. The Account shall be maintained for the exclusive benefit of you or your Beneficiaries and may not be attached or alienated, unless permitted by law.

**Information.** If you instruct us, we will permit your HDHP insurer or third-party administrator to initiate electronic withdrawals from your Account to pay qualified medical expenses on your behalf only if your HDHP insurer has the auto-reimbursement feature. If you do not wish your insurer to have such access or to make such withdrawals, please contact us at (888)-242-4121, M-F, 7:00 a.m. to 7:00 p.m. Central Time, or complete the Reimbursement Change Request Form available on the web at [www.bluehealthcarebank.com/members](http://www.bluehealthcarebank.com/members).

**IRS Report or Return.** You agree to provide us with information necessary for us to prepare any report or return required by the IRS. We agree to prepare and submit any report or return as prescribed by the IRS.

**Credit.** We do not underwrite, originate, approve or acquire loans, lines of credit, or overdraft extensions of credit.

**USA PATRIOT Act.** To help the government fight the funding of terrorism and money laundering activities, current federal law requires all financial institutions to obtain, verify and record information that identifies each individual or entity that seeks to open an account. The Bank's identity verification procedures require the Bank to request certain information from you or third parties regarding your identity, and you agree to provide the Bank with, and consent to, the Bank obtaining from third parties such requested information, which may include your signature, as a condition of opening the HSA. What this means for you is that when you open an Account, we will ask for your name, address, date of birth, social security number, and other information that will allow us to identify you. We also may ask to see your driver's license, or other identifying documents. To the extent that you fail to provide or to consent to the provision of any such information, that failure shall be grounds for the Bank to not open the HSA, and/or to close the HSA.

**Truth in Savings.** Please refer to the HSA Truth in Savings Disclosure provided to you during the Account opening process for information regarding interest rates, fees, and charges concerning your Account.

Electronic Funds Availability. **Telephone Number and Address to be Notified in Event of a Lost or Stolen Card or other Unauthorized Transfer.** If you believe your Card has been lost

or stolen, or that someone has used the Card or otherwise transferred funds from your HSA without your permission, call (888) 242-4121 from 7:00 a.m. until 7:00 p.m. Central Time, Monday through Friday, or write Blue Healthcare Bank, P.O. Box 708100, Sandy, UT 84070-8100 or fax us at (888) 242-4155.

**Your Liability for Unauthorized Transfers From your Account.** Tell us AT ONCE if you believe your Card has been lost or stolen, or if you believe that a transfer has been made from your HSA without your permission. Telephoning is the best way of minimizing your possible losses. Except in situations governed by the zero liability policy described in your debit card terms and conditions, if you tell us within two (2) business days after you learn of the loss or theft of your Benefit Access Card or the unauthorized transaction, you can lose no more than \$50 if someone makes electronic transfers without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card or the unauthorized transaction, and we can prove that we could have stopped someone from making electronic transfers without your permission if you had told us, you could lose as much as \$500.

Also, if your periodic statement transaction history or other Card transaction information provided to you shows transactions that you did not make, tell us at once. If you do not tell us within 60 days after the transmittal of such information, you may not get back any money you lost after the 60 days if it can be proven that we could have stopped someone from taking the money if we had been notified in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

**Business Days.** For purposes of these disclosures, our business days are Monday through Friday, except Federal holidays.

**Who to Notify in Case of Errors or Questions about Your Electronic Transfers.** In case of errors or questions about your electronic transfers, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt, telephone us at (888) 242-4121 or write us at Blue Healthcare Bank, P.O. Box 708100, Sandy, UT 84070-8100 as soon as you can. DO NOT TAKE YOUR QUESTIONS TO YOUR EMPLOYER. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and Account number.
2. Describe the error or the transfer you are unsure about and clearly explain why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.
4. Tell us approximately when the error took place.

If you tell us orally, we may require that you send us 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 45 days to investigate your complaint or question. If we decide to do this, we will credit your Account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. 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. For errors involving point of sale or foreign initiated transactions, we may take up to 90 days to investigate your complaint or question. We will tell you the results of our investigation within 3 business days after completion. If we determine that no error occurred we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. Unless otherwise provided in this Agreement, you may not stop payment of electronic fund transfers. Therefore, you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment. If you need more information about the error resolution process, call us at (888) 242-4121.

**Funds Availability. Availability of Deposited Funds. It is our policy to delay the availability of funds deposited into your Account to allow us to process your deposit. During this delay you may not withdraw those funds from your Account.**

The length of the delay is counted in business days from the date of your deposit. If we receive your deposit by 2:00 pm Central Time on a business day, we will consider that day to be the business day of your deposit. However, if we receive your deposit after 2:00 pm Central Time or on a non-business day, we will consider that the deposit was made on the next business day. The length of the delay varies depending on the type of deposit and is explained below.

**Same-Day Availability.** Funds from electronic direct deposits to your Account will be available on the same business day we receive them. Funds will only be available same day if the Account information and credit amount is complete.

**Next-Day Availability.** Funds from the following deposits are available on the first business day after the day of the deposit:

- Wire transfers.
- U.S. Treasury checks payable to you.
- State and local government checks payable to you.\*
- Cash (for security reasons, cash should not be sent through the mail).\*
- Cashier's, certified and teller's checks payable to you.\*
- Federal Reserve Bank checks, Federal Home Loan Bank checks and postal money orders, if these items are payable to you.\*

\* If you mail a deposit, funds from that deposit will be available on the second business day after we receive it.

**Other Check Deposits.** The availability for other check deposits will depend on whether the check is a local or a non-local check. To see whether a check is a local or a non-local check, look at the routing number on the checks.

If the first three digits of the routing number are 102 or 107 for banks and 302 or 307 for credit unions, then the check is a local check. Otherwise, the check is a non-local check. Our policy is to make funds from local and non-local checks available as follows.

- Local checks – The first \$100 from a deposit of local checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the receipt of your deposit. For example, if you deposit a local check of \$700 on a Monday, \$100 of the deposit will be available on Tuesday. The remaining \$600 will be available on Wednesday.
- Non-local checks – The first \$100 from the deposit of non-local checks will be available on the first business day after the date of your deposit. The remaining funds will be available on the fifth business day after the date of your deposit. For example, if you deposit a \$700 non-local check on a Monday, \$100 of the deposit will be available on Tuesday. The remaining \$600 will be available on Monday of the following week.
- Local and non-local checks – If you deposit both categories of checks, \$100 from the checks will be available on the first business day after the date of your deposit.

**Longer Delays.** Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.

- You have overdrawn your Account repeatedly during the last six months.
- There is an emergency, such as computer or communication equipment failure.

We will notify you if we delay your ability to withdraw funds for any of these reasons. We will also tell you when the funds will be available for you to access. If your deposit is not made directly to us, or if we decide to take this action after you have left the premises, we will mail you the notice no later than the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask when the funds will be available. They will generally be available no later than the eleventh business day after the day of your deposit.

**Wire Transfers and Official Checks.** An exception from our general policy of next day availability exists where funds which you deposit to your Account are to be transferred by wire or used to purchase an official check. In that event, funds from deposit of local checks shall be available no later than the second business day following the day of deposit and funds from deposit of non-local checks shall be available no later than the fifth business day following the day of deposit. If you will need the funds from a deposit right away, you should ask when the funds will be available.

**Special Rules for New Accounts.** If you are a new customer, the following special rules will apply during the first 30 days your Account is open.

Funds from electronic direct deposits to your Account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks, U.S. Treasury checks, U.S. Postal Service Money Orders, and checks drawn on Federal Reserve Banks and Federal Home Loan Banks will be available on the first business day after the day of your deposit if the deposit meets certain conditions and the checks are payable to you. If your deposit of these checks (other than U.S. Treasury checks) is not made in person to one of our employees, the first \$5,000 may not be available until the second business day after the day of your deposit. Any excess over \$5,000 will be available on the ninth business day after the day of your deposit. Proceeds of a U.S. Treasury check which are deposited in an account held by the payee will be available on the first business day after the day of your deposit even if not deposited in person to one of our employees.

Funds from all other check deposits will be available on the eleventh business day after the day of your deposit.

BLUE HEALTHCARE BANK  
NOTICE OF OUR INFORMATION  
PRIVACY POLICIES AND PRACTICES

Effective Date: January 1, 2008

To our Customers, Potential Customers, and Former Customers:

This Notice reviews our policies and practices regarding our disclosure of your personal information that is not available to the public, which we collect and maintain as described below. Please read it carefully. We want you to understand how we may disclose your nonpublic personal information to our affiliates and to third parties that are not affiliated with us. This Notice applies to nonpublic personal information about our current and former customers.

**How we protect information:** Except as explained below, we restrict access to your nonpublic personal information to our employees who need the information to provide our products and services to you. We maintain physical, electronic, and procedural safeguards that comply with legal requirements to guard your nonpublic personal information.

**Information we collect and maintain:** We collect nonpublic personal information about you from the following sources:

- ✓ Information we receive from you on applications or other forms;
- ✓ Information we obtain from your transactions with us, our affiliates, or others;
- ✓ Information we receive from consumer reporting agencies.

**Information we may disclose:** We disclose or reserve the right to disclose all of the nonpublic personal information we collect and maintain about you, as described above, except for information we receive from consumer reporting agencies.

**Companies to which we may disclose information:** We disclose or reserve the right to disclose all of the nonpublic personal information that we collect or maintain about you to our affiliates and to nonaffiliated third parties for our everyday business purposes, such as processing your transactions, maintaining your account, and protecting your account and the Bank against fraud. We disclose and we reserve the right to disclose your nonpublic personal information to our affiliates and to nonaffiliated third parties as permitted by law.

**Companies that provide services or market for us:** We may disclose all of your nonpublic personal information to financial institutions with which we have joint marketing agreements, such as your health insurer, and to third-party vendors with which we contract to perform other functions or services on our behalf.