



Enrollment Agreement for Health Savings Account at UMB Bank, n.a.

Only complete and sign this form if you are enrolled in, or are enrolling in, the Blue Cross Blue Shield of Kansas City BlueSaver PPO plan and want to enroll in a Health Savings Account at UMB Bank, n.a.

This Enrollment Agreement is used in conjunction with a Blue Cross Blue Shield of Kansas City ("BCBSKC") Employee Application Form by which the undersigned Employee is applying to BCBSKC for the BlueSaver PPO

In connection with that application, Employee is electing to apply to UMB Bank, n.a., a national banking association located in Kansas City, Missouri, as Employer's Preferred Banking Institution, to open a health savings account ("HSA") at UMB.

In connection with the Employee's application to open an HSA at UMB, Employee agrees as follows:

- 1. Your HSA will be governed by UMB's Custodial Agreement and the HSA Deposit Account Terms and Conditions (the "UMB HSA Documents"). Your Employer has agreed to provide the HSA Documents to you in connection with your application. Please make sure that you get those documents from your Employer's Benefits Department. If you do not receive the documents from your Employer's Benefit Department, please call UMB at 1-866-520-4472. We will be happy to mail the HSA Documents to you free of charge.
2. The UMB HSA Documents also include UMB's Q&A on the Federal Tax Aspects of Health Savings Accounts, which provide certain basic information on HSAs under Federal law, and the UMB Privacy Policy.
3. You acknowledge that you have not relied on UMB for personal tax advice related to the HSA, but will rely on your own personal tax advisor for such advice.
4. Your HSA at UMB is governed by the UMB HSA Documents, and you will be bound by all the terms and conditions stated in the UMB HSA Documents, as they may be amended by Bank from time to time.
5. You request UMB to send you a Visa® HSA Debit Card that will access the HSA after your account has been opened. Use of the Card is governed by a Cardholder Agreement that will be sent with the Card. UMB may obtain a personal credit report on you and on each authorized user of the Card as a condition to opening the HSA and issuing the Card.
6. You understand that upon your death, all funds remaining in the HSA will be paid to your estate, unless you have on file with UMB a designation of beneficiary form in form acceptable to UMB that designates a different beneficiary.
7. You may be required to pay certain fees associated with opening or maintaining my HSA, as are disclosed in the HSA Documents. You authorize the Bank to deduct those fees from your HSA.

By signing below, you agree that your employer is authorized to provide your name, address, social security number, birth date, and other information necessary to establish your HSA at UMB to UMB. You also agree that your HSA at UMB will be governed by the UMB HSA Documents.

W-9 Certification. Under the penalties of perjury, I certify that (1) the social security number provided below is my correct taxpayer identification number (interest paid, if any, on my HSA will be reported under this number); and (2) that I am exempt from backup withholding, or I am not subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding; and (3) that I am a U.S. person (including a U.S. resident alien).
Certification Instructions. Cross out item (2) above if you have been notified that you are subject to backup withholding because of under reporting of interest or dividends on your tax return.
Note: The Internal Revenue Service does not require your consent to any provision of this document other than the certification to avoid backup withholding.

Signature X \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ SSN \_\_\_\_--\_\_\_\_--\_\_\_\_\_

Return this completed form to your Employer.

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# Q&A on Federal Tax Aspects of Health Savings Accounts

## OVERVIEW AND ELIGIBILITY REQUIREMENTS

### What is a Health Savings Account?

A Health Savings Account (HSA) is a tax-exempt trust or custodial account created for the purpose of saving and paying for qualified medical expenses in connection with a High Deductible Health Plan (HDHP). Authorized by Section 1201 of the Medicare Prescription Drug Improvement and Modernization Act of 2003, an HSA is established for the benefit of an individual, and is “portable.” This means that if you change employers or leave the work force, the HSA stays with you rather than with your former employer. Your HSA at UMB Bank, n.a. (“Custodian”) is a custodial account that consists of all funds you or your employer contribute to your HSA, all investments you make with or through Custodian using those funds, and all earnings on those funds.

### Who is eligible for an HSA?

An “eligible individual” may establish an HSA. An “eligible individual” means, with respect to any month, an individual who (i) is covered under a High Deductible Health Plan (HDHP) as of the first day of the month, (ii) is not also covered by any other health plan that is not an HDHP (with certain exceptions for certain types of permitted coverage, as discussed more fully below), (iii) is not enrolled in Medicare, and (iv) may not be claimed as a dependent on another person’s tax return.

### What is a “High Deductible Health Plan?”

A “high-deductible health plan” is a health plan that: (1) has an annual deductible for individual (self-only) coverage or (2) has an annual deductible for family coverage (coverage of more than one individual). In addition, there is an annual out-of-pocket expense limit for individual coverage and for family coverage. Out-of-pocket expenses include deductibles, co-payments, and other amounts the participant must pay for covered benefits, but do not include premiums or amounts incurred for non-covered benefits (including amounts in excess of usual, customary and reasonable amounts, and financial penalties). See limits below.

Category	2021	2020	2019
Minimum Deductible			
• Individual	\$1,400	\$1,400	\$1,350
• Family	\$2,800	\$2,800	\$2,700
HDHP Maximum out of pocket amounts (deductibles, co-payments and other amounts, but not premiums)			
• Individual	\$7,000	\$6,900	\$6,750
• Family	\$14,000	\$13,800	\$13,500

### Can a health plan that imposes a lifetime limit on benefits still qualify as a High Deductible Health Plan (HDHP)?

A plan does not fail to be treated as an HDHP merely because it imposes a reasonable lifetime limit on benefits provided under the plan. In such a case, amounts paid above a lifetime limit will not be treated as out-of-pocket expenses in determining the annual out-of-pocket maximum.

### Can a health plan that does not have a deductible for preventive care still qualify as a High Deductible Health Plan (HDHP)?

A plan does not fail to be treated as an HDHP merely because it does not have a deductible (or has a small deductible) for preventive care. For this purpose, preventive care includes such items as periodic health evaluations, routine prenatal and well-child care, child and adult immunizations, tobacco cessation programs, obesity weight-loss programs, and certain screening services.

### Who can offer a High Deductible Health Plan (HDHP)?

An HDHP may be offered by a variety of entities, including insurance companies and Health Maintenance Organizations (HMOs).

### Can you be covered by another health plan and still be eligible for an HSA?

Except as provided below, you are ineligible for an HSA if you are covered under another health plan that is not a High Deductible Health Plan (HDHP) (whether as an individual, spouse or dependent) in addition to your qualified HDHP.

### What other types of health coverage can you maintain without losing eligibility for an HSA?

You remain eligible for an HSA if, in addition to an HDHP, you have any one or more of the following: insurance under which substantially all of the coverage relates to liabilities from workers’ compensation laws, torts, or ownership or use of property (such as automobile insurance); insurance for a specified disease or illness; insurance paying a fixed amount per day (or other period) of hospitalization; or coverage (whether through insurance or otherwise) for accidents, disability,

dental care, vision care, or long-term care. You may also have coverage under an Employee Assistance Program (“EAP”), and you may have a discount card that enables you to obtain discounts for health care services or products at managed care market rates.

### **Are HSAs allowed under a cafeteria plan?**

A High Deductible Health Plan (HDHP) can be provided as part of a cafeteria plan. Such an HDHP can be used in conjunction with an HSA. The HSA can be established under a cafeteria plan.

**Can an employer allow you to elect an HSA mid-year if offered as a new benefit under the employer’s cafeteria plan?** An employer may offer an HSA mid-year as a new benefit under a cafeteria plan, and allow you to elect an HSA, so long as your election for the HSA is made on a prospective basis. In such a situation, however, you may have other coverage under the cafeteria plan that cannot be changed (e.g., coverage under a health flexible spending account), which may prevent you from being an eligible individual with respect to the HSA.

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## **ESTABLISHING AN HSA**

### **How do you establish an HSA?**

If you are eligible for an HSA (as described above) you can establish an HSA with a qualified HSA trustee or custodian. No permission or authorization from the Internal Revenue Service (IRS) is necessary. The trustee or custodian will furnish you a written HSA custodial or trust agreement.

### **Who can serve as an HSA trustee or custodian?**

Any insurance company or any bank (including a similar financial institution as defined in Section 408(n) of the Code) can be an HSA trustee or custodian. In addition, any other persons already approved by the IRS to be trustees or custodians of IRAs are automatically approved to be HSA trustees or custodians.

### **Can you revoke your HSA?**

For a period of seven (7) days following the date on which you enter into a Health Savings Account Custodial Agreement with UMB Bank, n.a., you have the right to revoke the Agreement. To effect a revocation, please write UMB Bank, n.a., P.O. Box 419226, Kansas City, MO 64141, or call toll free, 866.520.4HSA (4472). In the event notice is mailed, the postmark date (or date of certification or registration, if sent by certified or registered mail) will be deemed the date of delivery, provided that normal mailing procedures are followed. If you revoke your account within the foregoing time limits, you are entitled to a return of the entire amount deposited to your account without reduction for any fees, expenses, or commissions and without any adjustment for any investment gain or loss. However, a 20 percent excise tax may apply to the amounts distributed in connection with the revocation if the funds are not used for payment of qualified medical expenses.

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## **CONTRIBUTIONS TO HSAs**

### **Who may contribute to an HSA?**

Any person (an eligible individual, an employer, a family member, or any other person) may make contributions to an HSA on behalf of an eligible individual.

### **What are the rules regarding contributions made by your employer?**

If an employer makes contributions to employees’ HSAs, the employer must make available comparable contributions on behalf of all employees with comparable coverage during the same period. Contributions are considered comparable if they are either of the same amount or the same percentage of the deductible under the plan. If employer contributions do not satisfy the comparability rule during a period, then the employer is subject to an excise tax equal to 35 percent of the aggregate amount contributed by the employer to HSAs for that period.

The comparability rule does not apply to contributions made through a cafeteria plan. The provision provides an exception to the comparable contribution requirements which allows employers to make larger HSA contributions for non-highly compensated employees than for highly compensated employees. For example, an employer is permitted to make a \$1,000 contribution to the HSA of each non-highly compensated employee for a year without making contributions to the HSA of each highly compensated employee.

### **In what form may contributions be made to an HSA?**

Contributions to an HSA must be made in cash. As custodian of your HSA, UMB Bank, n.a. (UMB) will accept contributions by check or direct deposit. UMB will also accept rollovers or transfers of assets from an Archer MSA, an HSA, or an IRA, in accordance with the requirements of the Internal Revenue Code. The custodian will require that those rollover contributions be in the form of cash. All contributions to your HSA will initially be made to an interest bearing HSA Deposit Account at UMB Bank, n.a. Other investments may be available within your custodial account as disclosed by us from time to time.

## How much may be contributed to an HSA?

Category	2021	2020	2019
Maximum Contributions			
• Individual	\$3,600	\$3,550	\$3,500
• Family	\$7,200	\$7,100	\$7,000

In subsequent tax years, those amounts will be adjusted by the IRS for inflation. The same annual contribution limit applies regardless of whether the contributions are made by an employee, an employer, or both. The annual limit is decreased by aggregate contributions to a medical savings account (Archer MSA). If you are age 55 or over, see the discussion of "catch-up" contributions below.

For tax years beginning after December 31, 2016, those same maximum contribution limits apply even if you enroll in a High Deductible Health Plan (HDHP) at some point after the start of a tax year. However, if you claim tax benefits for months during a tax year during which you were not covered by an HDHP, then that coverage must continue for at least 12 months after the end of the tax year. If you are not covered by an HDHP for 12 months after the end of the tax year in which you enrolled in an HDHP, your contributions for months before your coverage became effective will be included in your gross income and will be subject to an additional 20 percent excise tax.

The total contribution for the year can be made in one or more payments at any time up to your tax-filing deadline (without extensions). However, if you wish to have a contribution made between January 1 and April 15 treated as a contribution for the preceding taxable year, you must provide written notification to UMB at the time such contribution is made. Otherwise, it will be treated as a contribution for the current taxable year.

## How much may be contributed to an MSA?

For an individual, annual contributions may be made up to 65 percent of the high-deductibility policy's annual deductible amount. For example, if the high-deductible policy covering an individual has an annual deductible amount of \$2,250, the annual MSA contribution limit is \$1,462.50 (.65 x \$2,250). For family coverage, the maximum contribution is 75 percent. Thus, for a policy with a \$4,500 annual deductible, the maximum annual contribution would be \$3,375.00 (.75 x \$4,500).

## When may "catch-up" contributions be made to an HSA?

If you are age 55 or over, you can make additional "catch-up" contributions to your HSA. The amount of this additional "catch-up" contribution is \$1,000.

## What is the tax treatment of an eligible individual's HSA contributions?

When you make an eligible contribution to an HSA, the amount of your contribution (up to the maximum contribution limit discussed above) is deductible in computing your adjusted gross income. This means that your contributions are deductible whether or not you itemize deductions. In addition, any person who may be claimed as a dependent on another taxpayer's return may not claim a deduction for a contribution to an HSA. A special rule applies to certain married individuals. If either spouse has family coverage under a High Deductible Health Plan (HDHP), both spouses shall be treated as having only such family coverage (and if such spouses each have family coverage under different plans, as having the family coverage with the lowest annual deductible). The amount allowable as a deduction after application of this rule shall be divided equally between the spouses unless they agree on a different division.

## How are contributions treated for owners and shareholders of S corps?

Owners and officers with greater than 2% share of a Subchapter S corporation cannot make pre-tax contributions to their HSAs through the company by salary reduction. In addition, any contributions made to their HSAs by the corporation are taxable as income. However, they can make their own personal contributions to their HSAs and take the "above-the-line" deduction on their personal income taxes.

## How are contributions treated for partners in a partnership or limited liability company (LLC)?

Partners in a partnership or LLC cannot make pre-tax contributions to their HSAs through the partnership by salary reduction. However, they can make their own personal contributions to their HSAs and take the "above-the-line" deduction on their personal income taxes.

## May a self-employed person contribute to an HSA on a pre-tax basis?

Self-employed persons may not contribute to an HSA on a pre-tax basis and may not take the amount of their HSA contribution as a deduction for SECA purposes. However, they may contribute to an HSA with after-tax dollars and take the above-the-line deduction.

### **What is the tax treatment of employer contributions to an HSA?**

If your employer makes a contribution to an HSA for you, you are not allowed to deduct that contribution on your income tax return. Your employer, however, will be able to deduct the contribution up to your maximum contribution limit for that year. Although you cannot deduct your employer's HSA contribution, the contribution is not taxable to you or subject to income tax withholding or other employment taxes if it does not exceed your maximum contribution limit for that year.

### **When is the deadline for contributions to an HSA for any particular year?**

You may make HSA contributions for a particular year no later than the deadline, without extensions, for filing your federal income tax return for that year. For calendar year taxpayers, this is generally April 15 following the year for which the contributions were made. However, UMB will treat any contribution made between January 1 and April 15 as a contribution for the current taxable year unless you provide written notice to UMB at the time of such contribution that the contribution is for the preceding taxable year.

### **What happens when HSA contributions exceed the amount that may be deducted or excluded from gross income?**

A contribution made by you or your employer to an HSA that exceeds the amount allowed by law, or which is made during any year when you are not eligible to contribute, is called an "excess contribution." Excess contributions are not deductible by you or your employer and are included in your gross tax for each year they remain in your HSA. In addition, excess contributions are subject to a six percent excise. However, you may avoid the excise tax if you remove the excess contribution from your HSA, together with any net income attributable to the excess contribution, before the due date for filing your federal income tax return, including extensions, for the year for which the excess contribution was made. In that case, the net income attributable to the excess contribution would be taxable as income for the year in which the distribution is made, but, the removed excess contribution would not be taxable as income to you. Rollover contributions do not count in determining whether an excess contribution has been made.

### **Who is responsible for determining the amount of eligible contributions?**

You are responsible for determining your eligibility for an HSA and the amount of eligible contributions during any year. You are encouraged to speak with your tax advisor about these matters. As custodian, UMB has no responsibility for determining or advising you whether any contribution complies with the requirements and limitations of the Code.

### **When will the custodian return excess contributions?**

The custodian will return contributions that the custodian believes in good faith would exceed the sum of the maximum annual family contribution plus the catch-up contribution amount as determined by the IRS. Since maximum annual contribution limits may vary depending on whether you have individual or family coverage you should not rely on us to determine whether your contributions exceed the maximum annual contribution. The custodian will also return contributions when you notify us that you have made an excess contribution. You may be charged a fee if we return a contribution.

## **ROLLOVERS AND TRANSFERS**

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### **What are the rules regarding rollovers and transfers of HSA?**

You may withdraw any portion or all of the funds from one HSA or Archer MSA and roll them to an HSA with another custodian or trustee. However, you are required to roll the funds into a new HSA within 60 calendar days of your receipt of the funds. Another rule provides that you are only allowed to make one HSA rollover in a 12-month period. The 12-month period begins on the date you receive the distribution, not on the date you roll it into another HSA. In addition, you may transfer your Archer MSA or HSA funds directly from one HSA custodian or trustee to another without ever having direct control or custody of the funds. Rollover and transfer contributions are not deductible and do not count against the annual contribution limits discussed earlier in these HSA Q&As.

### **What are the rules regarding the rollover of IRA funds into an HSA?**

You are allowed a one-time, tax-free trustee-to-trustee transfer of IRA funds into an HSA if certain conditions are satisfied:

- The transfer of funds from the IRA to HSA must be made in a direct Trustee-to-Trustee transfer.
- You must be covered by a High Deductible Health Plan (HDHP) and remain eligible for 12 months after your IRA rollover. If you are not eligible for 12 months after the rollover, the funds transferred will be treated as taxable income and subject to a 20 percent excise tax.
- Only Traditional or Roth IRAs can be rolled over into an HSA.
- The amount of the IRA rollover to the HSA is subject to the maximum annual contribution limits. This means amounts transferred from your IRA, plus your employer contributions, plus your contributions, will all apply against the maximum annual contribution limit. You must ensure that the total of all these do not exceed the maximum annual contribution limits (see limits above).

## **TAX TREATMENT OF HSA**

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### **What is the tax treatment of earnings on amounts in an HSA?**

Earnings on amounts in an HSA are not taxable prior to distribution from the HSA. However, HSAs are subject to the taxes imposed by Section 511 of the Code (relating to tax on unrelated business income of charitable, etc. organizations). In addition, under certain circumstances, distributions from an HSA may have tax consequences (see the following section regarding taxation of distributions).

**What are the tax consequences of a “prohibited transaction”?** If you or your beneficiary engages in a “prohibited transaction” as described in Section 4975 of the Code with respect to your HSA, the HSA will lose its tax exemption and its fair market value will be added to your gross income for the year in which the prohibited transaction takes place. In addition to any regular income tax that may be payable, the 20 percent premature distribution penalty tax may also be applicable.

### **Are there any tax consequences to pledging your HSA as security for a loan?**

Any portion of your HSA that you pledge as security for a loan will be treated as being distributed to you in that year. In addition to any regular income tax that may be payable, the 20 percent premature distribution penalty tax may also be applicable.

### **Will your custodian provide any tax advice in connection with your HSA?**

UMB, as custodian, attempts to provide information that will generally be helpful to persons considering an HSA before an account is opened. In addition, during the course of performing customer service for HSAs opened at UMB, we provide information of general interest or we may respond to questions that we receive from accountholders. However, you are not entitled to rely on any written or oral advice we provide as tax or financial advice that applies to your particular circumstances. The tax consequences of your HSA, including all contributions to and distributions from your HSA, are your sole responsibility. You are encouraged to discuss any questions with your own tax advisor.

### **Where can I go for more information about the tax treatment of HSAs?**

If you need more information about HSAs, you can get IRS Publication 969, *Health Savings Accounts and Other Tax-Favored Health Plans*, available on the IRS Web site ([www.irs.gov](http://www.irs.gov))‡, or go to the U.S. Treasury’s Web site on HSAs, [www.treasury.gov/resource-center/faqs/Taxes/Pages/Health-Savings-Accounts.aspx](http://www.treasury.gov/resource-center/faqs/Taxes/Pages/Health-Savings-Accounts.aspx)‡.

## **DISTRIBUTIONS FROM HSA**

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### **When can you receive distributions from an HSA?**

You can take a distribution from your HSA at any time. A transfer of funds from your HSA Deposit Account to another investment made available through us is not considered a “distribution,” and remains part of your HSA custodial account at UMB Bank.

### **How are distributions from an HSA taxed?**

Distributions from an HSA for the qualified medical expenses for yourself or your spouse or tax dependents who are covered by the High Deductible Health Plan (HDHP) are generally excludable from income for Federal income tax purposes if such expenses are not covered by insurance. Distributions used for any other purpose are includable in income and may also be subject to an additional 20 percent tax (see below).

### **When are you subject to the 20 percent premature distribution penalty tax?**

Generally, if an HSA distribution is included in your gross income because it is not made for “qualified medical expenses,” it will also be subject to an additional 20 percent premature distribution penalty tax. This 20 percent penalty tax does not apply to distributions made after your death, disability or attainment of age 65.

### **What happens if you receive an HSA distribution as the result of a mistake of fact due to reasonable cause?**

If there is clear and convincing evidence that amounts were distributed from an HSA because of a mistake of fact due to reasonable cause, you may repay the mistaken distribution no later than April 15 following the first year you knew or should have known the distribution was a mistake. Under these circumstances, the distribution is not included in your gross income or subject to the 20 percent additional tax, and the repayment is not subject to the six percent excise tax for excess contributions.

### **What medical expenses are eligible for tax-free distributions from your HSA?**

Distributions made for “qualified medical expenses” are generally excludable from income. For this purpose, the term “qualified medical expenses” means amounts paid for the medical care, as defined in Section 213(d) of the Code, of yourself, your spouse, or your tax dependents, but only to the extent such amounts are not compensated by insurance or otherwise. This includes amounts paid for the diagnosis, cure, mitigation, treatment, or prevention of disease or for the

purpose of affecting any structure or function of the body, as well as for transportation primarily for and essential to such care. Qualified medical expenses do not include insurance premiums other than premiums for long-term care insurance, premiums on a health plan during any period of continuation coverage required by Federal law (e.g., "COBRA" coverage), or premiums for health care coverage while an individual receives unemployment compensation.

**Is your custodian responsible for determining whether HSA distributions are used for medical expenses?**

As custodian, UMB has no responsibility for determining whether distributions from your HSA are used for qualified medical expenses. It is your sole responsibility to determine the tax consequences of any distributions, for maintaining adequate records for tax purposes, and for paying any taxes and penalties arising as a result of any such distribution. You are encouraged to consult with your legal or tax advisor concerning any questions you may have.

**If you are a retiree and age 65 or older, may you receive tax-free distributions from an HSA to pay your contribution to your employer's retiree health coverage?**

After you reach age 65, you may receive tax-free distributions from an HSA to pay for your employer's retiree health insurance coverage. Although the purchase of health insurance is generally not a qualified medical expense that can be paid or reimbursed by an HSA, the Code provides an exception for coverage for health insurance once an account beneficiary reaches age 65. This exception applies to both insured and self-insured plans.

**If you are a retiree who is enrolled in Medicare, may you receive a tax-free distribution from an HSA to reimburse your Medicare premiums?**

Such a distribution will be tax-free. When premiums for Medicare are deducted from Social Security benefit payments, an HSA distribution to reimburse an amount equal to the Medicare premium deduction is a qualified medical expense.

**DIVORCE OR DEATH OF HEALTH SAVINGS ACCOUNTHOLDER**

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**What are the rules that apply if your HSA is transferred pursuant to a divorce decree?**

The transfer of your HSA to your spouse pursuant to a divorce decree is not considered a taxable transfer. After such transfer, the former spouse will be treated as the accountholder of the HSA, but the former spouse must request UMB to transfer the account to his or her name, must provide UMB with a certified copy of the divorce decree and property settlement or transfer agreement, and must sign appropriate documents to establish the account in that person's name.

**What happens to your HSA upon your death?**

You have the right at any time to designate one or more beneficiaries to whom distribution of your HSA will be made upon your death. You also have the right to revoke a prior beneficiary designation and, if desired, designate different individuals as beneficiaries. To be valid, any such beneficiary designation must be delivered to UMB prior to your death on a form provided by or acceptable to UMB. Any designation of beneficiary form that you file with UMB will apply to all funds in your HSA Deposit Account with UMB Bank, n.a., as well as to any other investments you make through UMB with your HSA funds. In the absence of a valid beneficiary designation, UMB will distribute the assets comprising your HSA upon UMB's receipt of notice of your death to your estate. You should understand that in certain states, your spouse's consent may be necessary if you wish to name a person other than or in addition to your spouse as beneficiary or to change an existing beneficiary designation. You should consult with your attorney before making such a beneficiary designation.

**What are the tax consequences of HSA distributions following your death?**

If your spouse is the named beneficiary of your HSA, your HSA becomes the HSA of your spouse upon your death, subject to UMB's consent and the completion of applicable documents as required by UMB. The surviving spouse is not required to include any amount in gross income for tax purposes as a result of your death and he or she is subject to income tax only on those distributions which are not made for qualified medical expenses. If, at your death, your HSA passes to a named beneficiary other than your surviving spouse, the HSA ceases to be an HSA as of the date of your death, and the beneficiary is required to include the fair market value of the HSA assets as of the date of death in his or her gross income for the taxable year that includes the date of death. The includible amount is reduced by the amount in the HSA used, within one year of your death, to pay your qualified medical expenses incurred prior to death. If there is no named beneficiary of your HSA, the HSA ceases to be an HSA as of the date of your death, and the fair market value of the HSA assets as of the date of death is includible in your gross income for the year of death.

**STATEMENTS AND FILING REQUIREMENTS**

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**What information must be filed with the IRS?**

As custodian, UMB will send each year to the IRS and to you a form, showing a valuation of your HSA as of December 31 of the prior year, and a report of the contributions to your HSA for the prior year. Unless UMB receives either a certification from your employer that contributions were made by the employer, or a notification from you that a contribution is a rollover contribution, all contributions will be reported as tax-deductible contributions made by you. Distributions will be reported by UMB on Form 1099. Unless you provide written notice to the contrary, UMB will conclusively assume that any distribution, whether by check, debit card, or otherwise, is a "normal distribution" for



purposes of tax reporting. Normal distributions include distributions for qualified medical expenses, and expressly exclude the following: return of excess contributions, distributions following your disability, distributions following your death, and prohibited transactions. If a distribution falls within one of these exceptions, you must provide written notification to UMB within seven (7) days following such distribution.

## **MISCELLANEOUS**

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Your HSA at UMB Bank, n.a. is subject to the terms of the UMB Bank, n.a. Health Savings Account Custodial Agreement. Your HSA Deposit Account at UMB Bank, n.a. is governed by the terms of the Health Savings Account Deposit Account Terms and Conditions. Both of those documents are part of this Enrollment Package.

If collected funds in the Deposit Account exceed an amount (a "Peg Balance") that we establish from time to time, other investment options may be available. The particular investment options, the applicable Peg Balance for each such investment, a general description of investment options, how you may select those investments, and other important disclosures are available by calling 866.520.4HSA (4472).

**Where can I go for more information about the tax treatment of HSAs?** If you need more information about HSAs, you can get IRS Publication 696, Health Savings Accounts and Other Tax-Favored Health Plans, available on the IRS Web site ([www.irs.gov](http://www.irs.gov))‡, or go to the U.S. Treasury's Web site on HSAs, [www.ustreas.gov/offices/public-affairs/hsa](http://www.ustreas.gov/offices/public-affairs/hsa) ‡.

**IMPORTANT NOTE: This UMB Bank, n.a. Q&A on Federal Tax Aspects of Health Savings Accounts ("the HSA Q&As") is provided by UMB Bank, n.a. as a service to persons who are considering opening a Health Savings Account (HSA). However, the HSA Q&As are furnished to individuals with the understanding that (i) qualifications for opening and maintaining an HSA are complex, (ii) these HSA Q&As are believed to be accurate as of May 2010, (iii) future changes in the law or interpretations of the law may occur that could make the information in these HSA Q&As incorrect or incomplete, and (iv) UMB Bank, n.a. is under no obligation to update the information in these HSA Q&As. Furthermore, these HSA Q&As are furnished with the understanding that an individual considering whether to open an HSA is doing so only after having read these HSA Q&As and, to the extent necessary, after having consulted with the individual's own accountant or tax advisor. UMB Bank, n.a. is not responsible for providing tax advice to any individual. These HSA Q&As only describe information relating to the tax treatment of HSAs under the Federal Internal Revenue Code (the "Code"), and do not address any other information or laws that may apply to HSAs (including state laws or laws of any other taxing jurisdiction).**

‡When you click this link, you will leave UMB's Web site and will go to a Web site that is not controlled by or affiliated with UMB. We have provided this link for your convenience. However, we do not endorse or guarantee any products or services you may view on other sites. Other Web sites may not follow the same privacy policies and security procedures that UMB does so please review their policies and procedures carefully.

## UMB BANK, N.A. HEALTH SAVINGS ACCOUNT CUSTODIAL AGREEMENT (RETAIN FOR YOUR RECORDS)

This agreement is made between UMB Bank, n.a. (referred to herein as "we," "us" or the "Custodian") and the individual person (referred to herein as "you" or the "Customer") who completes our HSA enrollment process and satisfies the other requirements we establish in order to open a Health Savings Account ("HSA") with us. We comply with Section 326 of the USA Patriot Act, which requires us to collect and verify certain information about you when processing your account application. We collect your personal information from you and other sources, such as credit bureaus, affiliates or other companies. You are establishing this Health Savings Account under Section 223(a) of the Internal Revenue Code (the "Code") exclusively for the purpose of paying or reimbursing your qualified medical expenses or 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: (1) you are covered under a High Deductible Health Plan (HDHP); (2) you 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) you are not enrolled in Medicare; and (4) you cannot be claimed as a dependent on another person's tax return. You have made (or may make) an initial cash contribution to the custodial account as specified during the HSA enrollment process. The initial deposit, any additional contributions, and any earnings thereon shall be subject to the terms of this agreement. Customer and Custodian make the following agreement:

### ARTICLE I

- Your HSA Custodial Account with UMB Bank, n.a. consists of all funds you, your employer, a family member or any other person contributes to your HSA, all investments you make with or through Custodian using those funds, and all earnings on those funds. Contributions must be made in cash and must be delivered to us in a manner acceptable to us.
- We may refuse to accept contributions to the Custodial Account that exceed the maximum annual contribution amount for family coverage plus the catch-up contribution as established by the IRS.
- Contributions for any tax year may be made at any time before the deadline for filing your federal income tax return for that year (without extensions).
- Rollover contributions from an HSA or an Archer Medical Savings Account (Archer MSA) (unless prohibited under this agreement) are not subject to the maximum annual contribution limit set forth in Article II.
- Qualified HSA funding distributions from an individual retirement account must be completed in a trustee-to-trustee transfer and are subject to the maximum annual contribution limit stated in Article II.

### ARTICLE II

- The maximum annual contribution limit for a Customer is an amount established by the IRS for each year (depending on whether you have single coverage or family coverage). These limits are subject to cost-of-living adjustments each year.
- Contributions to Archer MSAs or other HSAs count toward the maximum annual contribution limit to this HSA.
- Certain additional catch-up contributions may be made for a Customer who is at least age 55 or older and not enrolled in Medicare.
- Contributions in excess of the maximum annual contribution limit are subject to an excise tax. However, catch-up contributions are not subject to an excise tax.
- We will treat any contribution made between January 1 and April 15 as a contribution for the current taxable year unless you provide written notice to us at the time of the contribution that the contribution is for the preceding taxable year.

### ARTICLE III

- It is your responsibility to determine whether contributions to this HSA have exceeded the maximum annual contribution limit described in Article II. If contributions to this HSA exceed the maximum annual contribution limit, you agree to notify us that there exist excess contributions to the HSA. It is your responsibility to request the withdrawal of the excess contributions and any net income attributable to the excess contributions.

### ARTICLE IV

- Your interest in the balance in this custodial account is nonforfeitable.

### ARTICLE V

- All contributions to your Health Savings Custodial Account will be made to an interest bearing HSA Deposit Account at UMB Bank, n.a.
- You agree that we are only acting as Custodian. You understand that we are not providing investment advice by offering the HSA Deposit Account and that we do not express any opinion on whether it is suitable for you to hold contributions in, or make contributions to, the HSA Deposit Account.
- You may have an investment option as part of your HSA. If you want to utilize any investment option you must execute a separate agreement and separate terms and conditions will govern your investment option. The terms and conditions for any investment option will describe the fees UMB may receive, if any, in connection with those investments, the specific investments available to you and a general description of such investments, any minimum balance requirements for participating in such investments, how you may select individual investments, and other important disclosures. If you have an investment option the terms and conditions applicable to that investment option are available through your HSA online platform. You agree that you have the sole and exclusive right to direct investment of your HSA account balance.
- You agree that we have no discretion to act on your behalf. We are not responsible or liable for any investment decision you make or any investment loss you may suffer. We are not responsible for any loss that results when we do not act because you did not direct us to take an action. You agree to hold us harmless and to indemnify and defend us against any and all claims arising from and liabilities incurred by reason of any action we take in good faith under this agreement. You also agree that we are not liable for and you will hold us harmless for the acts and omissions of third parties, including those we select, to the extent permitted under applicable law.
- When investments in the investment account are liquidated, the funds must be credited back to your HSA Deposit Account at UMB Bank, n.a. If we receive an investment instruction that we do not understand, we will make reasonable efforts to contact you promptly to clarify your instruction. However, we will hold your contribution in an uninvested account until we receive clarification from you, without liability for loss of income or appreciation and without liability for interest or dividends or for market losses.
- No part of the custodial funds in this account may be invested in life insurance contracts or in collectibles as defined in Section 408(m) of the Code.
- The assets of this account may not be commingled with other property except in a common trust fund or common investment fund.
- Neither we nor you will engage in any prohibited transaction with respect to the account (such as borrowing or pledging the account or engaging in any other prohibited transaction as defined in Section 4975 of the Code).

### ARTICLE VI

- Distributions of funds from this HSA may be made upon your direction, subject to the limitations described in any product-related materials that may be provided to you as part of the enrollment package or as otherwise permitted by us. A transfer of funds from your HSA Deposit Account to another investment made available through Custodian is not considered a "distribution," and remains subject to this Custodial Agreement.
- Distributions from this HSA that are used exclusively to pay or reimburse your qualified medical expenses or those of your spouse or dependents are not subject to Federal income tax. However, distributions that are not used for qualified medical expenses are included in your gross income and are subject to an additional 20 percent tax on that amount. The additional 20 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 any distribution is for payment or reimbursement of qualified medical expenses. Only you are responsible for substantiating that the distribution is for qualified medical expenses. You must maintain records sufficient to show, if required, that the distribution is tax-free. You assume full responsibility for determining the tax consequences of any distribution.
- You represent and warrant that each distribution initiated by you or by any person authorized to make withdrawals from the account will be a "normal distribution" (i.e., for qualified medical expenses) for purposes of our tax reporting to the Internal Revenue Service ("IRS"), unless you give us written notice to the contrary within 7 days following such distribution. Unless we have received such written notification, we will report each such distribution to the IRS as a normal distribution.

### ARTICLE VII

- If you die before the entire interest in the account is distributed, the entire account will be disposed of as follows: (1) if the beneficiary is your spouse, the HSA will become your spouse's HSA as of the date of your death (subject to our consent and your spouse's completion of applicable documents we may require); or (2) if the beneficiary is not your spouse, the HSA will cease to be an HSA as of the date of your death. If the beneficiary is your estate, the fair market value of the account as of your date of death is taxable on your final return. For other beneficiaries, the fair market value of the account is taxable to that person in the tax year that includes your date of death.
- You have the right at any time, and from time to time, to designate one or more beneficiaries to whom distribution of the custodial account shall be made upon your death. To be valid, any such beneficiary designation must be delivered to us prior to your death on a form provided by or acceptable to us. Any Designation of Beneficiary form that you file with us will apply to all funds in your HSA Custodial Account. This includes funds in your HSA Deposit Account with UMB Bank, n.a., as well as any other investments you make through us with your HSA funds. You may revoke any such beneficiary designation at any time, and a designation will be automatically revoked upon receipt by us of a subsequent beneficiary designation in valid form bearing a later execution date.
- In the absence of a valid beneficiary designation on file with us at the time of your death, or if all of the designated beneficiaries shall have predeceased you, we will, upon notice of your death, distribute the custodial account to your estate.
- We have no duty, obligation or responsibility to make any inquiry or conduct any investigation concerning the identification, address, or legal status of any individual or individuals alleging the status of beneficiary nor to make inquiry or investigation concerning the possible existence of any beneficiary, claim, or election not reported to us prior to the distribution of the account. Upon full and complete distribution of the custodial account pursuant to the provisions of this Article, we shall be fully and forever discharged from all liability respecting such account.
- We may presume that a beneficiary is legally competent until we receive written notice to the contrary. Whenever any distribution hereunder is payable to a person known by us to be a minor or otherwise under a legal disability, we in our sole discretion may make all or any part of such distribution to: (1) a legal guardian or conservator for such person; (2) a custodian under the Uniform Transfers to Minors Act, including any person or entity designated as such by us if such designation is permitted by applicable law; (3) a parent of such person; or (4) such person directly.

### ARTICLE VIII

- You agree to provide us with information necessary for us to prepare any report or return required of a custodian by the IRS.
- We agree to prepare and submit any report or return as prescribed by the IRS for custodians of HSAs.
- Except for any reporting requirements placed on custodian by the IRS, you have complete responsibility for reporting to the IRS all contributions to and distributions from the custodial account, and for the tax consequences of all such contributions and distributions, including but not limited to rollovers, transfers, excess contributions and prohibited transactions. You acknowledge that we have not, and will not, provide any tax advice in connection with the custodial account, and that you should consult with your own tax advisor for any such advice.
- You are responsible for the payment of any taxes or penalties of any kind that may be assessed against the custodial account.
- You acknowledge that our reports to the IRS will be based on information furnished by you, and you agree to indemnify us for any liabilities, taxes, interest or penalties we incur as a result of filing a report based on incorrect or insufficient information you furnish.

### ARTICLE IX

- This agreement will be amended by us from time to time to comply with the provisions of the Code or IRS published guidance, and any such amendment may be made retroactively and without the consent of Customer. We may also amend this agreement by sending notice of an amendment to you. You will be deemed to have consented to any such amendment unless you notify us in writing within thirty (30) days from the date we mail the amendment to you, and you thereafter transfer your account to a new custodian promptly.

### ARTICLE X

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- We may resign at any time for any reason upon 10 days' written notice to you. Upon such resignation, you may appoint another qualified HSA custodian to whom the custodial funds shall be delivered. If you have not instructed us to deliver the custodial assets to a successor custodian within 10 days of our notice of resignation, we will pay the custodial funds to you.
- If any provision contained in this agreement is or at any time should become inconsistent with any present or future law, rule or regulation governing HSAs, that provision shall be deemed to be superseded or modified to conform to such law, rule or regulation, but in all other respects this agreement shall continue in full force and effect. Likewise, if any provision of this agreement should be held invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision, and the remainder of this agreement shall be carried out as if such invalid or unenforceable provision were not contained herein.

**ARTICLE XI**

- All questions arising with respect to the provisions of this agreement shall be determined by application of the laws of the State of Missouri except to the extent Federal law supersedes Missouri law.

**ARTICLE XII**

- Your HSA Deposit Account at UMB Bank, n.a. is FDIC-insured to the extent provided by law and is governed by the terms of the Health Savings Account Deposit Account Terms and Conditions, which are printed below. The Deposit Account Terms and Conditions are incorporated herein by reference.
- For the fees specified in the Health Savings Account Deposit Account Terms and Conditions, we provide the services specified herein and in the Deposit Account Terms and Conditions.
- You should be aware that these other investments (other than your HSA Deposit Account):
  - 1) **are not deposits or obligations of, and are not guaranteed by UMB Bank, n.a. or any other financial institution;**
  - 2) **are not insured by the FDIC or any other government agency; and**
  - 3) **involve investment risks, including the possible loss of principal.**

**UMB BANK, N.A. HEALTH SAVINGS ACCOUNT DEPOSIT ACCOUNT TERMS AND CONDITIONS  
(RETAIN FOR YOUR RECORDS)**

These Deposit Account Terms and Conditions (the “**Terms**”) govern the operation of your HSA Deposit Account with UMB Bank, n.a. (the “**Deposit Account**”), and include the contractual provisions governing your Deposit Account. For purposes of this document, “**we**”, “**us**”, “**our**” or “**the Bank**” refer to UMB Bank, n.a., which holds your Deposit Account. “**You**” or “**your**” refer to the Account Owner in whose name the Health Savings Account is opened, as established in our account records based on information submitted to us during the enrollment process; the terms “**you**” and “**yours**” also refer to any other person named as an Additional Authorized Signer or Additional Authorized User based on information provided to us during the enrollment process or in a subsequent authorization. By completing the enrollment process and opening an HSA, you agree to all of the terms and agreements set forth below concerning your HSA Deposit Account.

**Account Owner and Additional Authorized Signers.**

An HSA Deposit Account is a single ownership account in the name of the Account Owner as shown on the Enrollment Form. The Account Owner has the right to designate one or more beneficiaries that are entitled to funds in the Deposit Account upon the Account Owner's death. Any designation of beneficiary must be on a form that we provide or that is acceptable to us, and is binding on us only when we receive it.

The Account Owner may authorize another person, such as a spouse, to withdraw funds from the Deposit Account by any means available to the Account Owner (an “Additional Authorized User”). If an Additional Authorized User is named during our enrollment process or in a subsequent authorization, we will issue an additional debit card in the name of the Additional Authorized User that can be used to access the Deposit Account. The Account Owner is responsible for all transactions on the Deposit Account conducted by an Additional Authorized User. The Account Owner may revoke the right of any Additional Authorized User to write checks on the Deposit Account or to access the Deposit Account by using a debit card. You should provide any such revocation to us in writing, and the Bank has a reasonable period of time to act after receiving the notice. We may provide information about your Deposit Account to any Additional Authorized User.

We may decide, on the death of the Account Owner, to close the Account. Upon the death of the Account Owner, we retain the right to require that any beneficiary provide proof of identity. The Deposit Account may cease to qualify as a Health Savings Account, and the beneficiary may incur tax consequences in connection with receiving the funds. Consult your personal tax advisor for any questions.

**Deposit Account**

The Deposit Account is an interest bearing account composed of two distinct sub-accounts. Please refer to the section below titled “Subaccounts” for a more complete discussion. Please see the section below entitled “Interest” for specific information about the rates of interest and annual percentage yields applicable to your Deposit Account. These rates, fees and terms apply only to Health Savings Accounts at UMB Bank, n.a. Bank reserves the right to require seven (7) days written notice of an intended withdrawal from your HSA Deposit Account.

**Deposits and Withdrawals**

You may make an unlimited number of deposits to your Deposit Account. Deposits may be made by check or direct deposit. We may also offer other means of making contributions to your Deposit Account, such as by electronic transfer from another account you hold. See the Electronic Fund Transfer disclosures below. The terms of your Health Savings Account Custodial Agreement and the U.S. Tax Code limit the total dollar amount of deposits that may be made to your Deposit Account with respect to any tax year in order to maintain favorable tax treatment as a Health Savings Account. The Bank may refuse to accept contributions to the Deposit Account that the Bank in good faith believes would exceed the maximum annual contribution amount for persons having family coverage plus the catch-up contribution as established by the IRS. The Bank is not required to monitor your deposits for purposes of determining whether you have exceeded the allowable deposit limits each year.

You should not make deposits of cash through the mail. If you do, you assume all risk that the deposit may be lost before it reaches us. In the event of a dispute as to the amount of cash that we receive, our determination of the amount will be assumed to be correct if we have followed our normal procedures for verifying cash deposits. If you deposit a check to your Deposit Account through the mail, you should endorse the check “For Deposit Only” and sign it. If you want to make a deposit by writing a check drawn on another account you have, you should make the check payable to yourself, and on the back side, endorse it as stated immediately above.

The average daily balance calculated for your HSA Deposit Account does not include any balance held in your investment account.

If you have agreed to contributions from your earnings, your benefits administrators or its banking partners will be provided with your account number for the purpose of depositing contributions.

If you have arranged to have direct deposits made to your Deposit Account at least once every 60 days from the same person or company, you can call us at the phone number shown at the end of the Regulatory Disclosures below under “UMB Contact Information” to find out whether or not the deposit has been made.

You may make an unlimited number of withdrawals from your Deposit Account. Withdrawals may be permitted by check or debit card, depending upon your particular plan, and by certain other electronic fund transfers. See the Electronic Fund Transfer disclosures, below. Withdrawals that are not used to pay for qualified medical expenses may be included in your gross income for tax purposes and may be subject to an additional penalty tax. We have no duty to review your withdrawals to determine if they are used for proper purposes. Please refer to your Health Savings Account Custodial Agreement for additional details.

When we accept deposits and issue receipts or statements, the deposits and receipts and statements are subject to later verification and correction, if necessary. As a matter of practice, we process deposits to your Deposit Account before checks or other debit items presented for payment are processed. We, in our sole discretion, may determine the order in which checks or other debit items are paid, which could include payment based upon the amount of the checks or other items (for example, payments of checks issued for larger amounts prior to checks issued for smaller amounts).

**Checks (If Check Access is Provided)**

We are not required to honor any restrictive legend on checks that you write. We have no liability by reason of our payment of a check prior to the date reflected on the check unless you have given us reasonable advance notice and have followed the procedures for (and pay the fees associated with) a stop payment order as provided for below under “Stopping Payment.”

Personalized checks may be ordered from us if you have the check-writing option. We may deduct the cost of your personalized checks from your Deposit Account. You must verify the accuracy of all information on your printed checks. Our liability, if any, for any printing errors on checks obtained through us is limited to the cost of replacement. We are not liable for losses you may incur due to printing errors on checks not obtained through us or approved by us in advance. To ensure that we are able to provide quality check processing services to you, we may require you to use a check printer that meets technical standards for checks that are acceptable to us.

Consistent with the practice of other banks, our procedures may not provide for the sight examination of checks with a face amount below an amount determined by us from time to time. When acting in accordance with those procedures, we will not be deemed to have failed to exercise ordinary care even though we do not make a sight examination of a check. We will not be deemed to have failed to exercise ordinary care if an item is forged or altered so cleverly that a reasonable person would not detect the forgery or alteration. We are not required to pay any check presented more than six months after its date. However, we may pay those items if we do so in good faith. You agree that we are acting in good faith in paying such an item unless there is in effect on our system a Stop Payment Order for that item. We are not responsible for any loss to you caused by an event that is beyond our control.

**Authorizing Others to Create Checks or Drafts Drawn on Your Account.** If you voluntarily provide information about your Deposit Account, such as your account number and our transit routing number, to any other person seeking payment from you, and the person creates a paper check or draft for collection through the check collection system, we may pay the resulting item even if it does not contain your signature. (A check or draft created by a third party based on your verbal authorization that does not contain your signature is sometimes called a “preauthorized draft” or “remotely created check.”) **You should exercise caution, because third parties may try to charge your account for items you did not authorize or in amounts different from what you authorized.**

You must notify us of any claim that a preauthorized draft or remotely created check created by a third party and charged to your Deposit Account was not authorized or that the amount of the item was different than what you authorized within sixty (60) days of when the item first appeared on your Deposit Account statement. If you make a claim about the item within that time period, we will forward the claim to the bank that first deposited the check for collection, and will provide you any refund that we receive. If we are unable to recover the amount from the bank of first deposit because you do not make the claim within the required time period, we may not be able to recover the amount from the bank where the item was first deposited. If we cannot recover the funds from the bank of first deposit, we will not refund the money to you, even if you claim the item was unauthorized. We are not otherwise responsible for any loss you may incur on such an item.

**Statements, Statement Cycles and Reporting Errors**

Unless you have requested to receive your Deposit Account statements from us only in electronic form, you will receive an account statement for your Deposit Account through the U.S. mail on a quarterly basis. However, you can also receive information about your account transactions by visiting the website address printed on your debit card. Your statement will show the amounts you have deposited, information about the checks written on the Deposit Account that have been paid, debit card transactions paid, other debits to the Deposit Account, service charges deducted from the Deposit Account, and interest earned for the period covered by the statement. To ensure receipt of your statement, we may update your mailing address as required by notification from the US Postal Service or as otherwise required by law.

If you have consented to receive your account statements electronically instead of in paper form, you agree that the electronic notice that we send to the e-mail address you provide to us which advises you of the availability of your statement will constitute your receipt of the statement itself, and we will not be required to provide you with regular paper statements through the US Postal Service. You must promptly go to the Web site address we provide and review your statement when you receive the notice.

If you believe any statement you receive contains an error or includes an unauthorized transfer from your Deposit Account, please notify us immediately. You must examine, upon receipt, all statements or electronic statement information and report any errors or irregularities to us within thirty (30) days of your receipt of the statement or within thirty (30) days of

your receipt of notice of the availability of your electronic statement information. Otherwise, your Deposit Account statement will be deemed to be correct and you may not recover from us any amounts that you later claim were improperly deducted from your Deposit Account. Different rules apply to electronic fund transfers that you claim were unauthorized or processed in error. You should refer to the Electronic Fund Transfer disclosures below, or the Cardholder Agreement that accompanies your debit card, if applicable, for rules concerning electronic transfers.

You must bring any legal action against us to recover any amount alleged to have been improperly paid out on your account within one (1) year after the date the statement containing the allegedly improper payment was made available to you, or you will not be entitled to recover the payment from us.

We will convert all checks and other paper items paid from your HSA Deposit Account to an image format. An image of the item, or for some account types, only a description of the item, is provided on your statement or in your electronic statement. We will keep the originals for a limited period of time, but images will be retained for as long as legally required. If an image of a check or other paper item (instead of the original) is made available, you agree that we will not be liable for destruction of the original. You can obtain a copy of a check or image by requesting it from us, providing your Deposit Account number, the check number, and the amount. Your obligation to review your statement and report any errors is not affected by the fact that we provide an image of the check or other item on the statement or within the electronic statement information rather than returning the original to you.

#### Returned Items

If you do not have sufficient collected funds in your Deposit Account to cover payment of checks you have written or other debits from your Deposit Account when they are presented to the Bank for payment, such debits may be returned unpaid or payment refused. There will be a charge for each returned debit item. Notification of returned checks will be sent to you. Service charges for returned debit items and overdrafts will be charged by us against your Deposit Account, and we will not be liable if checks or other debits are dishonored because of insufficient funds resulting from the deduction of service charges from your Deposit Account. We will not be liable because of the order in which we pay checks, items or transfers. If, in our sole discretion, we pay a check or other debit and overdraw your Deposit Account, you must reimburse the Bank upon demand. If the Bank must institute legal proceedings to collect amounts from you, to the extent permitted by applicable law, the Bank may collect from you the costs of collection and reasonable attorney's fees. Any person who writes a check or other debit transaction resulting in an overdraft is jointly and severally liable for the overdraft with the Account Owner.

#### Returned Deposited Items.

If a check or other item is deposited to your Deposit Account or cashed and is later returned unpaid to us by the financial institution upon which it is drawn, the amount of the check or other item will be deducted from your Deposit Account. Any interest earned on your deposit evidenced by such returned item or check may be deducted from your Deposit Account. There will also be a charge for each returned check or other debit item.

#### Stopping Payment

If you want to stop payment of a check, you may do so if we receive your verbal or written stop payment order within a reasonable time before we have paid the check. If you give us verbal instructions to stop a payment, you must mail or deliver to us written confirmation of the stop payment order within 14 days or the order may be cancelled. Stop payment authorizations are valid for six (6) months after the date we first receive your stop payment order. There will be a service charge for each such stop payment order. Your written stop payment order should include the following information: the name of the Account Owner, the Deposit Account number, the name of the person who signed the check, the name of the party to whom the check or other item is made payable, the date and amount of the check, the check number, and your name. The Bank assumes no liability for failure to stop payment on a check or draft if any of the information is missing or incomplete. If we honor your stop payment order, you agree that you will hold us harmless for all expenses you or we incur on account of the stop payment order. You further agree that, contrary to such stop payment order, payment is nevertheless made through inadvertence, accident or oversight, the Bank's liability will be limited to the face amount of the check or other item and the Bank will not be liable with respect to other items drawn by you which are returned for insufficient funds because of such payment.

#### Closing Accounts

You have the right to close your Deposit Account at any time, subject to giving any prior notice that may be required by law. We may charge you a fee when you close the Deposit Account. If you decide to close the Deposit Account, you should stop writing checks on the Deposit Account immediately. All checks written on the Deposit Account that are received for payment by us after the account is closed will not be paid, but will be returned to the party seeking payment with a notation that such account has been closed.

We have the right to close your Deposit Account, by giving you ten days written notice mailed to your address of record. We are not required to give you advance notice if we decide to close your account because of improper or unsatisfactory account activity or if you have not complied with these Terms or any other agreements we have with you.

#### IRS Reporting and Withholding

In the event you do not provide us with your correct taxpayer identification number as required by Internal Revenue Service Form W-9, you will be subject to the backup withholding requirements of the Internal Revenue Code. Additionally, there are other reasons set forth in the Internal Revenue Code for which you may be subject to backup withholding. If you are subject to backup withholding, we will deduct the required amount from interest paid on any accounts you hold with the Bank and report this to you and to the Internal Revenue Service. In any event, we will report to you and to the Internal Revenue Service the amount of interest earned during each calendar year you maintain an interest bearing account with us.

#### Amendments

Subject to applicable provisions of law, we may change these Terms upon notice to you.

#### Applicable Law; Consent to Jurisdiction.

These Terms are governed by and will be interpreted under the laws of the state where your account is opened, which is the State of Missouri. Any lawsuit arising from or regarding your account must be brought in a proper federal or state court in Missouri. You consent to the jurisdiction of the courts of Missouri in any suit related to your rights or obligations arising from maintaining your account with us.

#### Subaccounts

In order to allow the Bank to manage reserve requirements imposed by Federal Reserve Board Regulation D and to control costs, your Health Savings Deposit Account with the Bank consists of two subaccounts, a transaction subaccount and a non-interest bearing savings subaccount. Although we maintain these subaccounts as two separate (but related) accounts on our books and records, the subaccounts are combined on your statement and when you access your account electronically. Your statement will reflect a single balance and will not show transfers (discussed in the next paragraph) between the transaction subaccount and the non-interest bearing savings subaccount. Our maintaining separate transaction and savings subaccounts for your HSA Deposit Account does not affect the amount of your FDIC insurance, the interest you earn, or any other feature of your account as described in the Terms and the Regulatory Disclosures below.

The Bank reserves the right to periodically reallocate balances between the transaction subaccount and the non-interest bearing savings subaccount. Should your transaction subaccount balance exceed a threshold amount, all funds in the transaction subaccount in excess of that amount may be transferred into the savings subaccount. As funds in the savings subaccount are needed to pay checks or other items presented against your transaction subaccount, they will be transferred back into the transaction subaccount. Transfers into the transaction subaccount from the savings subaccount are made up to five times per statement cycle. If a sixth transfer is needed in any statement cycle, the entire balance of the savings subaccount will be transferred into the transaction subaccount. The threshold amount is set by the Bank and may be changed at any time at the Bank's discretion.

Although the Bank has no current intention of exercising this right, federal regulations require the Bank to reserve the right to require at least seven days written notice of withdrawal to transfer of any funds from the savings subaccount. You may only access the savings subaccount through transactions on the transaction subaccount. This treatment of subaccounts applies only to your HSA Deposit Account and does not apply to other investments you may make through your HSA Deposit Account.

**REGULATORY DISCLOSURES****Schedule of Fees**

You are responsible for the payment of the fees set forth in our Schedule of Fees, below. However, in some instances, the fees, or a portion thereof, may be paid by an Employer, Plan Service Provider, or insurance carrier. To the extent that the fees are not paid by another entity, we will deduct the fees from your Deposit Account. These charges are subject to change by us at any time (including, but not limited to, the expiration of your High Deductible Health Plan), upon notice to you as required by applicable law.

Monthly Service Charge	\$2.50-Waived if your HSA Deposit Account avg. daily balance is \$3,000.00 or above (exclusive of investment account balance)	Check Copies	\$10.00 (per copy)
Quarterly Paper Statement (waived if you opt for e-statements)*	\$1.50 per quarter	UMB ATM withdrawal – when ATM access is allowed (with the exception of non-UMB ATM fee – other networks may impose their own fee structure)	\$2.50
Insufficient Funds**	\$25.00 (per item)	Account Closing/Transfer Fee	\$25.00
Stop Payment Request	\$20.00 (per item)	Check Processing Fee	\$15.00 (per check)
Paper Enrollment Fee	\$10.00	UMB Bank Wire Transfer	\$15.00
Returned Deposited Item	\$3.00 (per item)		

\*If electronic statements are made available to you, and you wish to avoid the Paper Statement Fee, you must sign up to receive electronic statements on your HSA administrator's website. If you do not receive electronic statements, you will be charged a Paper Statement Fee. This fee will be deducted from your Deposit Account.

\*\*This fee applies when a check or draft (if such access is provided) is presented against insufficient funds or when a debit card or other electronic transaction is posted despite insufficient funds in your account.

**Other Fees**

In addition to the fees described above, we receive interchange fees from third parties in connection with debit card transactions. Interchange fees are typically assessed against the merchant or other service provider when the card is used. The portion of the interchange fee we receive may vary, but is currently less than 100% for such card transactions. Neither you nor we are responsible for the payment of any interchange fee other than as may be associated with the payment to the merchant for purchases you make with the HSA debit card. We or our administrative contractors may also receive additional compensation in the form of commissions or marketing payments from the card networks. You agree that we and/or our administrative contractors may keep, as additional compensation for the custodial and related administrative services we provide, any such compensation or interchange related revenue from the use of such HSA debit cards.

**FUNDS AVAILABILITY****Availability**

Generally, our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. (There may be some exceptions (See "Longer Delays May Apply" and "Special Rules for New Accounts" below). Electronic direct deposits (such as an ACH credit transfer from your employer) will be available on the day we receive the deposit. Electronic debit transfers from another deposit account to your HSA Deposit Account (such as a transfer made using our Web site tools) will generally be available within five (5) business days after the day you enter the transfer online. Once your deposits are available, you can withdraw the funds in cash and we will use the funds you deposit to pay checks you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and Federal holidays. The close of each business day varies but will be no earlier than 2:00 p.m. Central Time. If you make a deposit before the close of business on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

**Longer Delays May Apply**

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until up to the second business day after the day of your deposit. However, the first \$225 of your deposit will be available on the first business day.

Under the following circumstances, funds you deposit by check may be delayed up to five days in addition to the maximum two-day delay explained in the preceding paragraph:

- We believe a check you deposit will not be paid. (The first \$225 will not be made available on the first business day.)
- You deposit checks totaling more than \$5,525 on any one day. The first \$225 will be made available on the day of your deposit.
- You redeposit a check that has been returned unpaid. (The first \$225 will not be made available on the first business day.)
- You have overdrawn your Deposit Account repeatedly in the last six months. (The first \$225 of your deposit will not be made available on the first business day.)
- There is an emergency, such as failure of communications or computer equipment. (The first \$225 of your deposit will not be made available on the first business day.)

We will tell you at the time you make a deposit if we are not going to make all of the funds from your deposit available the business day after the day of your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees (for example, if you mail your deposit), or if we decide to take this action after you have left the premises, we will mail you the notice by the business day following the day we receive your deposit. You should ask us when the funds will be available if you will need the funds from a deposit right away.

**Special Rules for New Accounts**

If you are a new customer, the following special rules will apply during the first 30 calendar days your account is open:

- Funds from electronic direct deposits into your account will be available on the day we receive your deposit.
- Funds from wire transfers into your account will be available on the first business day after the day we receive the transfer.
- Funds from deposits of cash will be available on the first business day after the day we receive the deposit.
- The first \$5,525 from a deposit of U.S. Treasury checks will be available on the first business day after the day of your deposit if the checks are payable to you. The excess over \$5,525 will be available on or before the ninth business day after the day of your deposit.
- Funds from deposits of the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's and state and local government checks will be available on the first business day after the day of your deposit if the checks are payable to you. The excess over \$5,525 will be available on or before the ninth business day after the day of your deposit. If you do not make the deposit in person to one of our employees (for example, if you mail your deposit), the first \$5,525 will not be available until the second business day after the day of your deposit.
- Funds from all other check deposits will be available on or before the seventh business day after the day of your deposit.

**Special Rule for Excess Contributions.**

We may refuse to accept contributions to the account that the Bank in good faith believes would exceed the maximum annual deductible amount for family coverage plus the catch-up contribution as established by the IRS. If we refuse to accept the contribution, those funds will not be available in your account. We will promptly return such excess contributions

**ELECTRONIC FUND TRANSFERS**

A. The Cardholder Agreement that you receive with your HSA debit card contains information about and disclosures concerning electronic fund transfers made using your debit card. See your Cardholder Agreement for further details.

B. The following disclosures pertain to other electronic fund transfers that you may make involving your HSA Deposit Account.

1. Other Types of Electronic Funds Transfers You Can Make. You can make these other types of electronic funds transfers (in addition to debit card transactions as discussed above) to or from your HSA Deposit Account: (a) direct deposits; (b) preauthorized debit transfers, (c) electronic check conversions, if you can access your HSA Deposit Account via check, (d) certain online transfers or bill payments through the use of our HSA Web site tools or other electronic banking services we may provide from time to time, and (e) transactions that you initiate using electronic or telephone banking services provided by others (and not by us). Further information about these types of electronic fund transfers is provided below.

Remember that withdrawals (including electronic withdrawals) that are not used to pay for qualified medical expenses may be included in your gross income for tax purposes and may be subject to an additional penalty tax. Please refer to your Health Savings Account Custodial Agreement for additional details

(a) Direct Deposits. You can arrange to have your employer or another person arrange to make direct deposits of contributions to your HSA. Those electronic fund transfers are discussed in the Deposit Account Terms and Conditions, above.

(b) Preauthorized Debit Transfers. You may authorize us or other third parties to take electronic payments of specific amounts from your HSA Deposit Account. These electronic payments may be authorized as a single electronic debit or as a series of continuing (such as monthly) preauthorized payments. You arrange for this service by providing an authorization to the person or company you will be paying. **You should exercise caution when you do this, because third parties may try to charge your account for items you did not authorize or in amounts different from what you authorized.** You should check with us to be sure that you are using the correct account number and routing number for your HSA Deposit Account. Sufficient collected funds must be available in your Deposit Account or we may refuse to make the transfer.

When you have authorized a person or company to debit your HSA Deposit Account on a recurring basis, the preauthorized transfer will continue to be made from your HSA Deposit Account in the same amount and frequency as initially established until you terminate the preauthorized transfer instructions with the person or company that you have been paying.

If the regular preauthorized payments you authorized may vary in amount, the person or company you are going to pay should tell you ten (10) days before each payment when the payment will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

Stopping Payment on Preauthorized Debits. If you have granted someone the right in advance to deduct regular payments out of your Deposit Account, you can stop any of those payments. Here's how.

Call us at the phone number shown at the end of the Regulatory Disclosures under "UMB Contact Information" in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. The fee set forth in the Schedule of Fees included within the Deposit Account Terms and Conditions above will apply to these stop payment orders. If you order us to stop one of these electronic payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your proximately caused losses or damages. Our liability may be further limited as provided in the "Our liability" section of these Electronic Fund Transfer disclosures, below.

When you give a stop payment order for a debit drawn pursuant to a preauthorized payment, the stop payment order will remain in effect until the earlier of (1) withdrawal of the stop payment order by you; or (2) the return of the debit entry, or, where the stop payment order is applied to more than one debit entry under a specific authorization involving a specific Originator, the return of all such debit entries.

(c) Electronic Check Conversions. If your HSA plan includes access to your HSA Deposit Account by check, you may authorize a merchant or other payee to make a one-time electronic payment from your HSA Deposit Account using information from your check to pay for a purchase or to pay your bill. When you make a purchase or pay a bill using a check that is converted by the payee or its agent into an electronic fund transfer, the electronic transaction is presented to us for payment from your Deposit Account. An electronic representation of a returned check is not considered an electronic check conversion.

(d) Online Transfers through Our HSA Web Tools.

Our Web site includes certain electronic banking tools to allow you to make contributions to or withdrawals from your Deposit Account more conveniently. (1) You can transfer funds from another checking or savings account you have with us or with another financial institution to your HSA Deposit Account by using our Web site. We require you to demonstrate to us that you are authorized to withdraw funds from the other account before you can use this transfer service. See our Web site for further details. As stated above, the total contributions that you can make in any tax year to your HSA Deposit Account are limited by federal law. (2) You can use our HSA Web site tools to obtain reimbursement for qualified medical expenses that you paid using funds that were from a source other than your HSA Deposit Account. Our Web site allows you to request a transfer from your HSA Deposit Account to another deposit account you hold with us or with another financial institution.

We may impose other limitations on the frequency or amount of online transfers you make using our HSA Web tools. Those limits are not disclosed for security purposes. Charges for these electronic banking services are as set forth in the Table of Fees that is part of our Deposit Account Terms and Conditions, above.

(e) Online Banking Transactions Provided by Third Parties. Some third parties may allow you to make transfers from your HSA Deposit Account to pay bills using internet sites or telephone banking services provided by those parties. We do not provide those electronic banking services to you.

2. Liability for Unauthorized Use. In case an electronic fund transfer is made from your HSA Deposit Account without your authorization, you should know the steps you must take.

Tell us AT ONCE if you believe that your online banking PIN or Password has been lost, stolen, or used without your permission, or if you believe that an electronic fund transfer has been made without your permission, for example, using information from your check. If you believe that an unauthorized electronic fund transfer has been made from your Deposit Account, **call or write us at the phone number or address shown at the end of these Regulatory Disclosures under "UMB Contact Information."** You will be responsible for any unauthorized electronic fund transfer from your Deposit Account, even if you did not authorize it, if you do not notify us within 60 days after you receive your HSA statement or electronic statement information.

If you report a transaction involving your HSA to us at the telephone number or address shown at the end of these Regulatory Disclosures under "**UMB Contact Information**" within two (2) business days of when you learn of the loss or theft of your PIN and/or Password, you can lose no more than \$50 if someone used those codes and withdrew the funds without your permission. If you do not contact us as stated above within two (2) business days of when you learned of the loss or theft of those codes, and we can prove that we could have stopped someone from performing other unauthorized transactions, you could lose as much as \$500. If your HSA Deposit Account statement shows transfers you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement or electronic statement information was made available to you, you may not get back any money you lost after the sixty (60) days, if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason, such as a hospital stay or a long trip, kept you from telling us, we will extend the time periods

3. Business Days. Our business days are Monday through Friday, excluding holidays.

4. Disclosures to Third Parties. We may disclose information to third parties about your HSA Deposit Account and transactions you engage in with respect to your HSA: (a) to your Employer, to the Custodian of your HSA and/or to any service provider that your Employer or the Custodian uses to provide services to your health savings account; (b) where it is necessary for completing a transaction; (c) in order to verify the existence or condition of your HSA for a third party such as a merchant; (d) in order to comply with orders of government agencies or courts; (e) if you have given us or the Custodian written permission; (f) to the Insurance Provider or Broker that provides your high deductible health policy (in connection with your HSA) or to its third party service provider; (g) to any company that provides or services investments within your HSA; or (h) as otherwise provided in our Privacy Notice, located at the end of these Regulatory Disclosures.

5. Our liability. If we do not complete a transaction from your HSA Deposit Account on time or in the correct amount, you may have a right to recover your proximately caused direct losses or damages. However, there are some exceptions. We will not be liable, for instance, (a) if, through no fault of ours, the available balance in your HSA Deposit Account is insufficient to complete the transaction; (b) if circumstances beyond our control (such as fire or flood) prevent the transaction despite reasonable precautions that were taken; or (c) in accordance with the other exceptions stated in your Cardholder Agreement (with respect to Card Transactions) or in accordance with the agreements that govern your HSA.

Any liability that we may have for any failure to complete a transaction that was not intentional and that resulted from a bona fide error, notwithstanding procedures to avoid such error, shall not exceed your actual direct damages proven, and shall specifically exclude any indirect or consequential damages.

6. Error Resolution. If you believe that you did not authorize an electronic fund transaction, if you need a copy of a transaction receipt from a Merchant, if you think your statement or receipt is wrong, or if you need more information about a transaction listed on the statement or receipt, you should call or write us at the phone number or address shown at the end of these Regulatory Disclosures under "**UMB Contact Information**." You should report errors no later than sixty (60) days after information is available to you on your periodic statement or in your electronic statement information concerning the transaction that you believe to be in error or which you believe is a problem. Include the following information: (a) your name and your HSA Deposit Account number; (b) describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information; and (c) the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or questions in writing within ten (10) business days. We will determine whether an error occurred within ten (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 ten (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 ten (10) business days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

7. Fees and Charges. With respect to your HSA, fees and charges we impose for maintaining your HSA Account and for transactions (including electronic transactions) in your HSA are set forth on your HSA Deposit Account Terms and Conditions (above). Additional fees and costs related to your Card use may be as set forth in your Cardholder Agreement. The amount of each type of fee or service charge is subject to change.

8. Documentation of Transactions. You can get a receipt for each transfer that was made at an ATM (if ATM access allowed) or point of sale terminal, except that certain terminals may not provide receipts for small transactions (under \$15). You will also receive a statement for your HSA that will include a record of any transactions, and you may also access our website to obtain current account information.

**UMB Contact Information**

If you have questions in the future related to banking services associated with your HSA Deposit Account, please write UMB Bank, n.a., P.O. Box 419226, Kansas City, MO 64141 or call toll-free 1.866.520.4HSA (4472)



**FACTS** **WHAT DOES UMB FINANCIAL CORPORATION AND ITS SUBSIDIARIES (“UMB”) DO WITH YOUR PERSONAL INFORMATION?**

**Why?** Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?** The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and employment information
- Account balance and payment history
- Transaction history and overdraft history

When you are *no longer* a UMB customer, we will continue to share your information as described in this notice.

**How?** All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information, the reasons UMB chooses to share and whether you can limit this sharing.

Reasons we can share your personal information	Does UMB share?	Can you limit this sharing?
<b>For our everyday business purposes</b> – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> – to offer our products and services to you	No	We don’t share
<b>For joint marketing with other financial companies</b>	No	We don’t share
<b>For our affiliates’ everyday business purposes</b> – information about your transactions and experiences	Yes	No
<b>For our affiliates’ everyday business purposes</b> – information about your creditworthiness	No	We don’t share
<b>For our affiliates to market to you</b>	No	We don’t share
<b>For nonaffiliates to market to you</b>	No	We don’t share

**Questions?** Call toll-free **866.520.4472** (or if in Kansas City, call **816.474.4472**) – our service center will help you.

Who we are	
<b>Who is providing this notice?</b>	Companies within UMB Financial Corporation that have adopted this Privacy Statement are: UMB Healthcare Services.

What we do	
<b>How does UMB protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does UMB collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or provide employment information</li> <li>• Open an account or tell us where to send money</li> <li>• Use your debit card or make deposits or withdrawals from your account</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>

Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies with a UMB name and financial companies such as Scout Investments, Inc. and Prairie Capital Management, LLC.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>UMB does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>UMB does not share with nonaffiliates so they can market to you.</i></li> </ul>

Other Important Information	
<p>You may have other privacy protections under applicable state laws. To the extent these state laws apply, we will comply with them when we share information about you. <i>For California residents:</i> We will not share information we collect about you with nonaffiliates, except as permitted by California law, including, for example to process your transactions or to maintain your account. <i>For Vermont residents:</i> We will not share information we collect about you with nonaffiliates, except as permitted by Vermont law, including, for example to process your transactions or to maintain your account.</p>	



# Health Savings Account (HSA) Interest Rate Sheet

Effective Date **11/01/2020**

Tier	Balance	Interest Rate	APY
Tier I	\$0.01 – \$4,999.99	0.01%	0.01%
Tier II	\$5,000.00 – \$14,999.99	0.07%	0.07%
Tier III	\$15,000.00 – \$24,999.99	0.10%	0.10%
Tier IV	\$25,000.00 and over	0.15%	0.15%

The interest rate and Annual Percentage Yield (“APY”) applicable to the entire balance in your Account on any given day will depend on which of the six specific balance ranges your daily Account balance falls within on that day. The six balance ranges are described above, and the initial interest rate and APY currently applicable to each are disclosed next to the particular balance level.

**Balance Levels**

We reserve the right to change the interest rate and annual percentage yield on your Deposit Account at any time at our sole discretion. We are not required to notify you in advance of those changes. We also reserve the right to change the balance levels on which different rates of interest may be paid.

Interest will be credited to your Deposit Account at the end of each monthly **statement cycle** and will be compounded monthly. If you close your Deposit Account before interest is credited, you will not receive any accrued (but not yet credited) interest. We use the daily balance method to calculate interest on your Deposit Account. This method applies a daily periodic rate to the balance in your Deposit Account each day. Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (i.e., checks).

Fees could reduce the earnings on the account.