



# HSA TOOLS ENROLLMENT FORM

## for your Health Savings Account

### with UMB Bank, n.a.

**Instructions:** Please complete this page and submit along with the insurance application to the Underwriting Department. If the Enrollment Form is mailed, be sure to make a copy for your records. Retain the HSA Documents, Pages 1-6, for your records. **If you have any questions, please contact Assurant Health HSA Service toll-free at 866-899-6200.**

**A. Individual HSA Account Owner Information:** Note: Participants in an HSA generally cannot be covered by another health plan [other than the High-Deductible Health Plan ("HDHP")], except with respect to certain types of "permitted" insurance. Additional information is available in the Q & A on Federal Tax Aspects of Health Savings Accounts (the "HSA Q&As").

TITLE <input type="checkbox"/> MR. <input type="checkbox"/> MRS. <input type="checkbox"/> MS. <input type="checkbox"/> DR.	NAME (FIRST, MIDDLE, LAST)	DATE OF BIRTH	SOCIAL SECURITY NUMBER - -
STREET ADDRESS, CITY, STATE, ZIP CODE (DO NOT PROVIDE A P.O. BOX)			
MAILING ADDRESS, (IF DIFFERENT FROM ABOVE)		TELEPHONE NUMBER (DAY) ( )	TELEPHONE NUMBER (EVENING) ( )

We comply with Section 326 of the USA Patriot Act, which includes collecting and verifying certain information about you when processing your account application.

**B. Beneficiary Designation:** (See HSA General Information in the HSA Documents section). The Account Owner has the right to designate one or more persons who are entitled to receive funds in this HSA Account on the Owner's death. Unless the Owner signs a separate Beneficiary Designation form for UMB Bank, n.a. (UMB) available on UMB's Web site or by calling UMB at 866-735-8567 and files the form with UMB prior to his or her death, the sole beneficiary for this HSA Account shall be deemed to be the Account Owner's estate.

**C. HSA Deposit Account and Investment Options:** All contributions to your Health Savings Account are initially made into an interest-bearing HSA Deposit Account at UMB Bank, n.a. If collected funds in the HSA Deposit Account exceed an amount (a "Peg Balance") that UMB establishes from time to time, other investment options may be available. See HSA General Information in the HSA Documents section for details.

**D. Debit Card:** Account Owner will be sent a Visa® HSA Debit Card (the "Card") that will access the HSA after this application has been approved. The Card will be governed by the Cardholder Agreement that will be sent with the Card. If a spouse is indicated on the insurance application and coverage was issued, a second card will be provided in the spouse's name. For the spouse to have access to HSA account information and have check writing capabilities, the spouse's signature must be included below. The signatures of the Account Owner and spouse also allow UMB to obtain a personal credit report on each person. If the Account Owner does not want a spouse, who is indicated on the insurance application, to receive a Card, the Account Owner must notify Assurant Health HSA Service at 866-899-6200.

The Account Owner can authorize someone other than a spouse to have account privileges. To allow Additional Authorized Signers, call Assurant Health HSA Service at 866-899-6200 or visit [www.assuranthealth.com](http://www.assuranthealth.com). Instructions on the Web site are located under the "My HSA" tab.

**E. Account Owner's Adoption and Enrollment Agreement:** The Account Owner named above hereby certifies that the information set forth on this Enrollment Form is correct, and that the Account Owner is applying to open a health savings custodial account ("HSA") at UMB Bank, n.a. ("UMB"). UMB is the custodian of your HSA, which consists of all the funds in your HSA Deposit Account with UMB, as well as of any other investments you make through UMB with your HSA funds. The HSA is opened in the State of Missouri and will be governed by the laws of Missouri, except to the extent that Federal law supersedes Missouri law. Account Owner acknowledges receipt of UMB's HSA Custodial Agreement, the HSA General Information and the HSA Deposit Account Terms and Conditions (together, the "HSA Documents"). Account Owner and all other authorized users of the HSA agree to be bound by all of the terms and conditions contained in the HSA Documents, as they may be amended by UMB from time to time. Account Owner also acknowledges receipt of UMB's Privacy Statement for Individuals and the HSA Q&As, which provide information about qualifications for opening an HSA under Federal law. Account Owner acknowledges that he or she has not relied on UMB for personal tax or insurance advice related to the HSA, but will rely on the advice of his or her own tax and insurance advisors relative to those matters.

Account Owner directs that all funds remaining in the HSA at his or her death will be paid to the surviving Beneficiaries (if any) as designated in a beneficiary designation filed with UMB prior to Account Owner's death or to the Account Owner's estate if no beneficiary is designated. Account Owner agrees to pay all fees applicable to the HSA, as set forth in the HSA Documents, and authorizes UMB to deduct such fees from the HSA. Account Owner understands and agrees that UMB may provide information about your Visa HSA Debit Card and your HSA to the Insurance Provider or Broker that provides your High-Deductible Health Plan or to its third party service provider and to any company that provides or services investments within your HSA, in order to make such services available to you.

*Account Owner's W-9 Certification: Under penalties of perjury, I certify (1) that the Social Security Number shown above is my correct Social Security Number (interest paid, if any, 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 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 required to avoid backup withholding.

Signature of Account Owner (needed to establish an HSA Account)

Date

Signature of Spouse (needed for access to HSA Account information and for check writing privileges)

Date

## HSA DOCUMENTS

General Information  
Custodial Agreement  
Deposit Account Terms and Conditions  
Privacy Statement

### RETAIN FOR YOUR RECORDS

#### GENERAL INFORMATION ABOUT YOUR HEALTH SAVINGS ACCOUNT ELECTION

Assurant Health and UMB Bank, n.a. (UMB) are providing this General Information for the purpose of helping you make an informed choice about opening a Health Savings Account ("HSA").

Some of this information will help you understand and complete the Enrollment Form. Other information helps explain the basic purpose of some of the other documents that are part of this document package.

1. Make sure a Health Savings Account is right for you! Included you will find UMB's Q & A on Federal Tax Aspects of Health Savings Accounts (the HSA Q & As). The HSA Q & As provide you with basic information about who is qualified to open a Health Savings Account, what a "high-deductible health plan" is, what types of other insurance you can have and still qualify to open an HSA, the federal tax treatment of contributions to HSAs, the current limits on contributions, what types of expenses can be paid using funds in your HSA to receive favorable tax treatment, and other helpful information.

2. If you have a question about whether opening an HSA is right for you, consult your personal tax advisor. While we have tried to provide information that is helpful to you about your choice of an HSA, you have the ultimate responsibility to make sure opening an HSA is right for you. If you have questions, consult your personal tax advisor.

3. We want to welcome you as a customer! Thank you for selecting: 1) the Assurant Health HSA Administration Program, HSA Tools and 2) a high deductible, HSA-qualified insurance plan from one of the Assurant Health companies. Assurant Health markets products underwritten and issued by Union Security Insurance Company, Time Insurance Company and John Alden Life Insurance Company. If you have questions regarding the HSA administrative services provided through HSA Tools, please contact Assurant Health HSA Service at 866-899-6200.

Assurant Health has selected UMB Bank, n.a., member FDIC, to provide the banking services associated with your account. UMB will assign an Account Number to your HSA. Once the account is established, UMB provides contribution coupons so you can begin making deposits to your account. Any rollover amounts from a previous account can be transferred as well. If you have questions related to the banking services associated with your account (check book, debit cards, account fees), you can contact UMB directly. Please write UMB Bank, n.a., Attn: HSA Department, P.O. Box 419226, Mail Stop 1170203, Kansas City, MO 64141 or call 866-735-8567.

If you have a larger balance in your HSA Deposit Account than you need to have available to cover your qualified medical expenses, you may want to consider other investment options. See the box on page 2 on Health Savings Account Investment Options.

A copy of UMB's Privacy Policy for Individuals is a part of the HSA Documents.

#### Account Ownership and Additional Authorized Signers:

A Health Savings Account is a single ownership account in the name of the Account Owner as shown in Section A of the Enrollment Form. Only the Account Owner has the right to designate or change a beneficiary.

The Account Owner may authorize another person, including a spouse, to withdraw funds from the HSA Deposit Account by any means available to the Account Owner. For a spouse to have the same account access and privileges as the Account Owner, the spouse's signature must be included on the Enrollment Form. The Account Owner can authorize someone other than a spouse to have account privileges. To allow additional Authorized Signers, call Assurant Health HSA Services at 866-899-6200 or visit [www.assuranthealth.com](http://www.assuranthealth.com). Instructions on the Web site are located under the "My HSA" tab.

The authority of the spouse or other Authorized Signer to write checks or to use a Card may only be revoked by notifying UMB in writing.

#### HSA Deposit Account:

All contributions to your HSA will initially be made into an HSA Deposit Account at UMB. The Health Savings Account Deposit Account Terms and Conditions which are part of this document will explain how you can access the funds in your HSA Deposit Account, such as by Visa® debit card, by check, etc. These materials also disclose the fees and charges that apply to your HSA Deposit Account. We reserve the right to change those fees upon notice to you.

#### Beneficiary Designation Information:

Federal law allows you to designate one or more persons as beneficiaries if you die before all the funds in your HSA have been distributed. Any Designation of Beneficiary form that you file with UMB will apply to the funds in your HSA Deposit Account with UMB, as well as to any other investments you make through UMB with your HSA funds. Unless you have completed and signed a separate Beneficiary Designation form on a document acceptable to UMB and filed with UMB prior to your death, your sole beneficiary is deemed to be your estate. A Beneficiary Designation form is available on UMB's Web site [<http://hsa.umb.com/docs/BeneficiaryDesignationForm.dot>] or by calling us toll-free at 866-735-8567. If you have designated one or more beneficiaries on the Beneficiary Designation form on file with UMB, any funds remaining in the HSA at your death will be paid as set forth in that form. You may change your Beneficiary(ies) by filing a new Beneficiary Designation with UMB in a written form acceptable to UMB prior to your death. In certain states, if you are married, your spouse's consent may be necessary if you wish to name a person other than, or in addition to, your spouse as Beneficiary. You should consult with your attorney before making such a Beneficiary Designation. By making a Beneficiary Designation, you represent and warrant to us that the Beneficiary Designation satisfies all legal requirements under applicable law and, on behalf of yourself, the Beneficiaries, your heirs and your estate, you will indemnify and hold Assurant Health and UMB harmless from and against any and all claims, damages, liabilities and costs (including attorney's fees) arising as a result of the payment of the funds in your HSA in accordance with the Beneficiary Designation in effect on the date of your death.

## Health Savings Account Investment Options:

If you have more money in your HSA Deposit Account than you need to be available to pay for your qualified medical expenses, you have a number of options that may allow you to earn higher yields on your HSA funds. We may make other investment options available in the future.

**Sweep Option** When you select this option, funds in excess of \$1,000 (the "Peg Balance") in your HSA Deposit Account are automatically swept on a daily basis into a money market mutual fund account. The money market mutual fund or funds into which your money can be swept, and your costs associated with the sweep, are set forth in an HSA Money Market Fund Sweep Disclosure and Authorization that is available at [www.assuranthealth.com](http://www.assuranthealth.com) or by calling 866-899-6200. If debits posted to your HSA Deposit Account (such as from checks you write or debit card transactions you initiate to pay for qualified medical expenses) cause the HSA Deposit Account balance to dip below the Peg Balance, your money market mutual fund investment will be automatically liquidated and the funds transferred to your HSA Deposit Account to maintain the Peg Balance, to the extent that funds are available in the money market mutual fund. You cannot withdraw funds directly from your money market mutual fund sweep. Those funds are credited back to the HSA Deposit Account before being disbursed.

**UMB Scout Brokerage Investment Account.** Another investment option is to instruct UMB to open an account for you through UMB Scout Brokerage Services, Inc. ("UMB Scout Brokerage"). This would give you broader investment options than the money market sweep discussed above, and is designed to provide you with other long term investment options for your HSA funds. A UMB Scout Brokerage account is a self-directed investment account. That means that you select the investments from among those offered. Once your UMB Scout Brokerage account is opened, you may place an order to buy online or by telephone. If you want funds from your UMB Scout Brokerage account to be available to pay for your qualified medical expenses, you must place a sell order with UMB Scout Brokerage. The investment options with UMB Scout Brokerage and the costs and fees are available online at [www.assuranthealth.com](http://www.assuranthealth.com) (see "My HSA") or by calling Scout Brokerage at 800-842-9999. You cannot withdraw funds directly from your UMB Scout Brokerage account; those funds must be credited back to your HSA Deposit Account before being disbursed.

Whether you chose the Sweep Option or the UMB Scout Brokerage option, you should be aware that those investments:

- Are not deposits or obligations of, and are not guaranteed by UMB or any other financial institution.
- Are not insured by the FDIC or any other government agency; and
- Involve investment risks, including the possible loss of principal.

## Account Administration Fee:

### Account Holders with Individual Medical Insurance

A separate account fee of \$3.95 will be assessed monthly to account holders with individual (as opposed to group) medical insurance to cover administrative costs associated with maintaining the HSA. The fee applies to customers who selected an Assurant Health individual high-deductible health plan and reside in the following states: Alabama, Alaska, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Utah, Virginia, West Virginia, Wisconsin and Wyoming.

### Account Holders Covered by a Small Group Health Insurance Plan

There is **NO** separate administrative account fee for account holders who are currently enrolled in an Assurant Health group, high-deductible health plan through their employer.

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## HSA CUSTODIAL AGREEMENT WITH UMB BANK, N.A.

This agreement is made between UMB Bank, n.a. (referred to herein as the "Custodian" or "UMB") and the individual person (referred to herein as "Customer") who completes the Enrollment Form and other documents in which the Customer applies to open a Health Savings Account ("HSA") with the Custodian. Customer is establishing this Health Savings Account under Section 223 of the Internal Revenue Code (the "Code") exclusively for the purpose of paying or reimbursing qualified medical expenses of the Customer, his or her spouse, and dependents. Customer represents that, unless this account is used solely to make rollover contributions, he or she is eligible to contribute to this HSA; specifically, that he or she: (1) is covered under a high-deductible health plan (HDHP); (2) is 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) is not enrolled in Medicare; and (4) cannot be claimed as a dependent on another person's tax return. Customer has made (or may make) an initial cash contribution to the HSA as indicated in the Enrollment Form or other relevant document and has received the Q & As on Federal Tax Aspects of Health Savings Accounts from Custodian. 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 with UMB 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.
- Custodian will accept additional cash contributions for the tax year made by Customer or on behalf of Customer (by an employer, family member or any other person). Customer represents that no contributions will be made

that exceed the maximum amount for family coverage plus the catch-up contribution.

- Contributions for any tax year may be made at any time before the deadline for filing Customer's federal income tax return for that year (without extensions).
- Rollover contributions from another 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.

### ARTICLE II

- The maximum annual contribution limit for a Customer is the lesser of the amount of the deductible under the HDHP and a certain amount established by the IRS for each year (depending on whether the Customer has single coverage or family coverage). These limits are subject to cost-of-living adjustments each year. Eligibility and contribution limits are determined on a month-to-month basis.
- Contributions to Archer MSAs or other HSAs count toward the maximum annual contribution limit to this HSA.
- For calendar year 2005, an additional \$600 catch-up contribution may be made for a Customer who is at least age 55 or older and not enrolled in Medicare. The catch-up contribution increases to \$700 in 2006, \$800 in 2007, \$900 in 2008, and \$1,000 in 2009 and later years. As with the annual contribution limit, the catch-up contribution is computed on a month-to-month basis.
- Contributions in excess of the maximum annual contribution limit are subject to an excise tax. However, the catch-up contributions are not subject to an excise tax.
- Custodian shall treat any contribution made between January 1 and April 15 as a contribution for the current taxable year unless Customer provides written notice to Custodian at the time of such contribution that the contribution is for the preceding taxable year.

### ARTICLE III

- It is the responsibility of Customer 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, Customer shall notify Custodian that excess contributions to the HSA exist. It is the responsibility of Customer to request the withdrawal of the excess contributions and any net income attributable to such excess contributions.

### ARTICLE IV

- Customer's interest in the balance in this custodial account is nonforfeitable.

### ARTICLE V

- All contributions to your HSA will initially be made to an interest bearing HSA Deposit Account at UMB.
- Other investments may be available within your HSA as disclosed by Custodian from time to time.
- When these other investments are liquidated, the funds must be credited back to your HSA Deposit Account at UMB.
- No part of the custodial funds in the HSA may be invested in life insurance contracts or in collectibles as defined in Section 408(m) of the Code.
- The assets of the HSA may not be commingled with other property except in a common trust fund or common investment fund.
- Neither Customer nor Custodian will engage in any prohibited transaction with respect to the HSA (such as borrowing or pledging the HSA 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 the direction of Customer, subject to the limitations described in any product-related materials that may be provided to Customer as part of this enrollment package. 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 qualified medical expenses of Customer, his or her spouse, or dependents are not subject to Federal income tax. However, distributions that are not used for qualified medical expenses are included in Customer's gross

income and are subject to an additional 10 percent tax on that amount. The additional 10 percent tax does not apply if the distribution is made after Customer's death, disability, or reaching age 65.

- Custodian is not required to determine whether any distribution is for payment or reimbursement of qualified medical expenses. Only Customer is responsible for substantiating that the distribution is for qualified medical expenses and Customer must maintain records sufficient to show, if required, that the distribution is tax-free. Customer assumes full responsibility for determining the tax consequences of any distribution, and for paying any taxes arising as a result of any distribution.

- Customer represents and warrants that each distribution initiated by Customer will be a "normal distribution" (i.e., for qualified medical expenses) for purposes of Custodian's tax reporting to the Internal Revenue Service ("IRS") unless Customer provides written notification to Custodian to the contrary within 7 days following such distribution. Unless Custodian has received such written notification, Custodian will report each such distribution to the IRS as a normal distribution.

#### ARTICLE VII

- If Customer dies before the entire interest in the account is distributed, the entire account will be disposed of as follows: (1) if the beneficiary is Customer's spouse, the HSA will become the spouse's HSA as of the date of death (subject to Custodian's consent and the spouse's completion of applicable documents as required by Custodian); or (2) if the beneficiary is not Customer's spouse, the HSA will cease to be an HSA as of the date of death. If the beneficiary is Customer's estate, the fair market value of the account as of the date of death is taxable on Customer's final return. For other beneficiaries, the fair market value of the account is taxable to that person in the tax year that includes Customer's date of death.

- Customer shall 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 Customer's death. To be valid, any such beneficiary designation must be delivered to Custodian prior to Customer's death on a form provided by or acceptable to Custodian. 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, as well as any other investments you make through Custodian with your HSA funds. Any such beneficiary designation may be revoked by Customer at any time, and shall be automatically revoked upon receipt by Custodian of a subsequent beneficiary designation in valid form bearing a later execution date.

- In the absence of a valid beneficiary designation on file with Custodian at the time of Customer's death, or if all of the designated beneficiaries shall have predeceased

Customer, Custodian shall, upon notice of Customer's death, distribute the custodial account to the estate of Customer.

- Custodian shall 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 Custodian prior to the distribution of the account. Upon full and complete distribution of the custodial account pursuant to the provisions of this Article, Custodian shall be fully and forever discharged from all liability respecting such account.

- Custodian may presume that a beneficiary is legally competent until it receives written notice to the contrary. Whenever any distribution hereunder is payable to a person known by Custodian to be a minor or otherwise under a legal disability, Custodian in its 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 Custodian if such designation is permitted by applicable law; (3) a parent of such person; or (4) such person directly.

#### ARTICLE VIII

- Customer agrees to provide Custodian with information necessary for Custodian to prepare any report or return required by the IRS.

- Custodian agrees 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, Customer shall have complete responsibility for reporting to the IRS all contributions to and distributions from the HSA, and for the tax consequences of all such contributions and distributions, including but not limited to rollovers, transfers, excess contributions and prohibited transactions. Customer acknowledges that Custodian has not, and will not, provide any tax advice in connection with the HSA and that Customer should consult with Customer's tax advisor for any such advice.

- Customer shall be responsible for the payment of any taxes or penalties of any kind that may be assessed against the HSA.

- Customer acknowledges that Custodian's reports to the IRS will be based on information furnished by Customer and agrees to indemnify Custodian for any liabilities, taxes, interest or penalties it incurs as a result of filing a report based on incorrect or insufficient information furnished by Customer.

#### ARTICLE IX

- This agreement will be amended by Custodian 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. Other amendments may be made with the consent of the parties hereto.

#### ARTICLE X

- Custodian may resign at any time for any reason upon 10 days' written notice to Customer. Upon such resignation, Customer may appoint another qualified HSA custodian to whom the custodial funds shall be delivered. If Customer has not instructed Custodian to deliver the custodial assets to a successor custodian within 10 days of Custodian's notice of resignation, Custodian shall pay the custodial funds to Customer.

- 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, said 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 is governed by the terms of the Health Savings Account Deposit Account Terms and Conditions, which is part of this Enrollment Package. The Deposit Account Terms and Conditions are incorporated herein by reference.

If collected funds in your HSA Deposit Account exceed an amount (a "Peg Balance") that we establish from time to time, other investment options for your HSA are available. The specific investment options, the applicable Peg Balance for each such investment, a general description of investment options, and how you may select those investments, and other important disclosures, are available from UMB or by calling 866-735-8567.

You should be aware that these other investments (other than your HSA Deposit Account):

- Are not deposits or obligations of, and are not guaranteed by UMB or any other financial institution.
- Are not insured by the FDIC or any other government agency; and
- Involve investment risks, including the possible loss of principal.

## HSA DEPOSIT ACCOUNT TERMS AND CONDITIONS WITH UMB BANK, N.A.

### DEPOSIT ACCOUNT TERMS

These Deposit Account Terms and Conditions (the "Terms") govern the operation of your Health Savings Deposit Account with UMB Bank, n.a., and include the contractual provisions governing your Account. For purposes of this document, "we", "us" 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 set forth on the HSA Enrollment Form (the "Enrollment Form") you signed, and any other person named as an Additional Authorized Signer. By signing the Enrollment Form, you agree to all of the terms and agreements set forth below concerning your HSA Deposit Account (the "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.

If a spouse is indicated on the insurance application, a second debit card will be issued in the spouse's name. For access to HSA Account information and check writing privileges, the signature of the spouse must be included on the Enrollment Form. The Account Owner can authorize someone other than a spouse to have account privileges. To allow Additional Authorized Signers, call Assurant

Health HSA Service at 866-899-6200 or visit [www.assuranthealth.com](http://www.assuranthealth.com). Instructions on the Web site are located under the "My HSA" tab.

The Account Owner is responsible for all transactions on the Deposit Account conducted by an Additional Authorized Signer. The Account Owner may revoke the right of any Additional Authorized Signer to write checks on the Deposit Account or to access the Deposit Account by using a debit card. You should provide any such revocation 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 Signer.

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. See the HSA Q & As, or consult your personal tax advisor.

#### Deposit Account

No minimum deposit is required to open the Deposit Account. The Deposit Account is an interest bearing account and the rates, fees and terms apply only to Health Savings Accounts. Please see the section below entitled "Interest" for specific information about the rate of interest and annual percentage yields applicable to your Deposit Account. Bank reserves the right to require seven (7) days written notice of an intended withdrawal.

### Deposits and Withdrawals

You may make an unlimited number of deposits to your Deposit Account. Deposits may be made by check or direct deposit. The terms of your Health Savings Account Custodial Agreement and the U.S. Tax Code limit the 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 will not 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. 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.

You may make an unlimited number of withdrawals from your Deposit Account. Withdrawals are permitted by check or debit card. 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 and HSA Q & As 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 items presented for payment are processed. We, in our sole discretion, may determine the order in which checks or other 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

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 herein.

Personalized checks may be ordered from us at varying prices. 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 forms obtained through us is limited to the cost of replacement. We are not liable for error or losses you may incur due to printing errors on forms 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.

#### Statements, Statement Cycles and Reporting Errors

You will receive a monthly account statement for your Deposit Account. Your statement will show the amounts you have deposited, 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.

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 and report any errors or irregularities to us within thirty (30) days of your receipt of the statement. 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 Cardholder Agreement that accompanies your debit card, if applicable, for rules concerning electronic transfers.

We may convert all checks and other paper items paid from the Deposit Account to an image format. An image of the item, or for some account types, only a description of the item, will be provided on your 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 your 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 and 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 or description of the check or other item on the statement 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

debit card payments or other debits from your Deposit Account when they are presented to the Bank for payment, such checks may be returned unpaid or the other debits may be refused. There will be a charge for each returned item. Notification of returned checks will be sent to you. Service charges for returned 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 our Deposit Account. We will not be liable because of the order in which we pay checks, items or transfers. If we, in our sole discretion, pay a check or debit card transaction or other debit and overdraw your Deposit Account, you must reimburse the Bank upon demand. If Bank must institute legal proceedings to collect any 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 conducts a debit card transaction resulting in an overdraft is jointly and severally liable for the overdraft with the Account Owner.

#### Returned Deposited Checks

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 debit 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 service 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 expire 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 was made payable, the date and amount of the check, the check number, your name, and the reason you are requesting a stop payment order. The Bank assumes no liability for failure to stop payment on a check or draft if any of the information is incorrect 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 if, 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, 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. We may charge you a fee when you close the Deposit Account. If you decide to close the Deposit Account, you should cease 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 the terms of this Agreement or another agreement we have with you.

#### IRS Reporting and Withholding

In the event you do not provide us with your 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 against us 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.

#### REGULATORY DISCLOSURES

##### Interest

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 three specific balance ranges your daily Account balance falls within on that day. The three balance ranges are described below, and the interest rate and APY currently applicable to each are disclosed next to the particular balance level.

Balance Levels	Interest Rate and APY (applies to entire Account balance)	Balance Range
Level I	0%	\$0 – \$749.99
Level II	2.00%	\$750 – \$4,999.99
Level III	3.00%	\$5,000 and over

We reserve the right to change the interest rate and annual percentage yield on your Deposit Account at any time in 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).

##### Subaccounts

The Bank reserves the right to periodically reallocate balances in your Deposit Account for purposes of Federal Reserve Board Regulation D. It will periodically reallocate funds between a transactions subaccount and a non-interest bearing savings subaccount. This reallocation does not affect your statement balance, FDIC insurance, interest or any other feature of your Deposit Account. Although the Bank has no current intention of exercising this right, it reserves the right to require at least seven days written notice of withdrawal prior to transfer of any funds from the savings subaccount. The subaccount will be subject to all the terms and conditions applicable to accounts of that type, except for provisions relating to the payment of interest.

##### Fees

You agree to pay the following charges on your Deposit Account, as applicable, and agree that we may deduct them from your Deposit Account. These charges are subject to change by us at any time (including, but not limited to, the termination of your policy with Assurant Health), upon notice to you as required by applicable law.

A separate account fee of \$3.95 may be assessed monthly to cover administrative costs associated with maintaining the HSA. The annual fee applies to customers who selected an Assurant Health individual high-deductible health plan and reside in the following states: Alabama, Alaska, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Utah, Virginia, West Virginia, Wisconsin and Wyoming. This monthly administration fee does not apply to HSA customers who are currently enrolled in an Assurant Health group, high-deductible health plan through their employer.

Debit Card Transactions	No Charge
Additional Cards *	\$5.00
Additional checks (per book)	\$3.11 + postage (prices may vary)
Overdraft or items returned for insufficient funds	\$25.00 (per item)
Stop Payment Request	\$20.00 (per check)
Returned Deposited Item	\$3.00 (per check)
Check Copies	\$2.00 (per copy)
Wire Transfer (Incoming)	\$15.00
Wire Transfer (Outgoing)	\$15.00
Account Closing Fee	\$15.00
Inactive Account Fee **	\$1.00

\* Fee does not apply to the initial two cards issued. Fee is not assessed for replacement cards that were lost or stolen.

\*\* Fee is assessed for each month following a period of 24 continuous months in which there were no deposits or withdrawals from the Deposit Account, but only to the extent permitted under applicable law.

#### FUNDS AVAILABILITY

##### Availability

Our policy is to make funds from your deposits available to you on the business day we receive your deposit. (There may be some exceptions. See "Longer Delays May Apply" and "Special Rules for New Accounts" below). We will use the funds you deposit to pay checks you have written that clear on your Deposit Account on the day of your deposit. 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 business day of your deposit. Depending on the type of check that you deposit, funds may not be available until up to the fifth business day after the day of your deposit. However, the first \$100 of your deposits will be available on the day of your deposit.

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

\*We believe a check you deposit will not be paid. (The first \$100 may not be made available immediately.)

\*You deposit checks totaling more than \$5,000 on any one day. (The first \$100 will be made available immediately.)

\*You deposit a check that has been returned unpaid. (The first \$100 of your deposit may not be available immediately.)

\*You have overdrawn your Deposit Account repeatedly in the last six months. (The first \$100 of your deposit may not be made available immediately.)

\*There is an emergency, such as failure of communications or computer equipment. (The first \$100 of your deposit may not be made available immediately.)

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 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 \$5,000 from a deposit of U.S. Treasury checks will be available on the first business day after the day of your deposit. The excess over \$5,000 will be available on or before the ninth business day after the day of your deposit.

\*Funds from deposits of the first \$5,000 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 \$5,000 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 \$5,000 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 eleventh business day after the day of your deposit.

##### UMB Contact information

If you have questions in the future related to banking services associated with your Deposit Account, please write UMB Bank, n.a., Attn: HSA Department, P.O. Box 419226, Mail Stop 1170203, Kansas City, MO 64141 or call 866-735-8567.

## PRIVACY STATEMENT FOR INDIVIDUALS FROM UMB FINANCIAL CORPORATION

**OUR PROMISE.** UMB Financial Corporation and each of its financial institution subsidiaries ("UMB") firmly believe that maintaining the confidentiality of our customers' information is at the core of our customer relationships. We promise that we will protect your confidential information as set forth in this Privacy Statement. The companies listed at the end of this statement are the financial companies that are currently part of our family of companies and have adopted this statement. Our "affiliates" include all of the listed companies and any other companies related to us by common control.

**INFORMATION WE COLLECT.** We collect and retain information about you only when we reasonably believe that the information will assist us in managing your accounts and services and in providing products, services and other opportunities to you. One of the main reasons we collect information is to protect your account and to identify you when we conduct transactions with you. The information we collect will also be used to comply with certain laws and regulations that may apply to us and to help us understand your financial needs as we design or improve our products and services. We will also use your information to administer your account and transactions and to provide you with products and services that will best assist you. We collect nonpublic personal information about you from the following sources:

- Information we receive from you on an application or other form;
- Information about your transactions with us, other banks or companies in the UMB family of companies or others;
- Information we receive from a credit bureau.

Examples of nonpublic personal information include information regarding your account balance, credit card use and payment history.

**INFORMATION WE DISCLOSE.** We understand that you expect the personal information you have entrusted to us to be handled with great care. We do not disclose any nonpublic personal information about our

customers or former customers to anyone, except as necessary to provide UMB services or as otherwise permitted or required by law. Please be assured that we will NEVER provide medical information we may obtain in insurance applications to any affiliate or to any associate without a need to know.

**UMB AFFILIATES.** We are permitted by law to share information about our experiences or transactions involving you or your account with our affiliates. We may also share other information about you or your account (such as information we receive from you in applications and information from credit bureaus) with our affiliates. Our affiliates provide important services and products designed to provide you with the highest quality financial services. We may share information about you within our family of companies so we can serve you more efficiently, offer you products and services that we believe would benefit you, and to make it easier to do business with us. You may choose to instruct us not to share your information with our affiliates by "opting out" of information sharing. To opt out, call us at 1-800-441-9535, or if in Kansas City, call 816-860-5780. When you call, please provide us with your name, address, social security number and birthdate. You should also provide us with the accounts and services you have with us so that we can be sure that we have identified all of our relationships with you. You cannot "opt out" on behalf of any other customer, unless you are a joint account holder with that person. To opt out for another joint account holder, you must provide the joint account holder's name, address, social security number and birthdate. You should also provide us with all of the accounts and services that the joint account holder has with us. Even if you opt out, we are still permitted to share information about you that relates to our experiences or transactions with you or your account.

**FOR CREDIT AND DEBIT CARD CUSTOMERS.** If a bank or company name other than UMB appears on your credit or debit card, we will not share nonpublic personal information about you or your Account with our affiliates.

**THIRD PARTIES.** We are also permitted by law to disclose nonpublic information about you in certain circumstances to third parties that are not part of the UMB family of companies. We do not sell or share customer information to unrelated third parties for the third parties to use for their own purposes. We do share information with companies that work for us. For example, we may share information with companies that print checks for us, mail customer statements or letters or provide data processing services. These companies are acting on our behalf when they provide these services and are obligated by contract to maintain the information they receive in a confidential manner. They are not authorized to use the information for any other purpose. We also provide information:

- When you authorize us to release information;
- To credit reporting agencies;
- To other parties when it is necessary or helpful in completing a transaction you initiate, including other financial institutions and networks involved in processing your transactions;
- To comply with a law, regulation, court order or subpoena;
- To verify the existence of your account and general information about the condition of your account for a merchant or other financial institution;
- In response to an inquiry about whether a check you have written on an account will clear;
- To local, state and federal authorities if we believe a crime may have been committed involving your account;
- To our independent auditors, consultants or attorneys and to agencies that regulate us.

We may disclose all of the information we collect as described above to companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements. Those third parties contractually agree not to use the information for any other purpose.

**OUR SECURITY PROCEDURES.** One of the ways we protect your information is by limiting access to information about you to those associates who need to know that information to provide you products or services. In addition, we train our associates about the importance of maintaining the confidentiality of customer information. We take appropriate disciplinary action to enforce our associates' privacy responsibilities. We maintain physical, electronic and procedural safeguards that comply with federal standards to guard your nonpublic personal information, including the prompt disposal of all unnecessary customer information.

**EFFECTIVE DATE.** This Privacy Statement is effective May 1, 2005. We reserve the right to periodically change our statement from time to time, but will not do so without first notifying you of any change.

UMB Companies that have adopted this Privacy Statement:

UMB Bank, n.a.

UMB Bank Colorado, n.a.

UMB Bank Warsaw, n.a.

UMB National Bank of America

UMB Scout Brokerage Services, Inc.

UMB Scout Insurance Services, Inc.

UMBCDC, Inc.