



# Ameren Health Savings Account Program

Amended January 1, 2016

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# Ameren Health Savings Account Program

## Purpose

Ameren Corporation ("Company") established the Ameren Health Savings Account Program ("Program") effective January 1, 2006. The purpose of the Program is to provide eligible individuals with the opportunity to save for future medical costs through a Health Savings Account ("HSA"). Neither this Program for making contributions to HSAs nor the HSAs themselves are intended to be an employee welfare benefit plan as described in Section 3(1) of the Employee Retirement Income Security Act of 1974 ("ERISA").

## Program Eligibility

Eligibility for this Program is limited to an individual who is: (1) a full-time or part-time active Ameren employee; (2) a surviving dependent of such an employee; or (3) a full-time Ameren employee receiving benefits under a Company sponsored long-term disability plan; provided he or she (a) is enrolled in a qualifying high deductible health plan designated by the Company ("Ameren HDHP") as eligible for contributions under this Program; (b) is HSA Eligible under the provisions of Section 223 of the Internal Revenue Code ("Code"); and (c) has opened an HSA with a qualified HSA provider designated by the Company.



**Employee** generally means any person who is classified by the Company as an employee of Ameren. Employee does not include, however, any individual classified by the Company as an independent contractor, leased employee, an employee whose terms and conditions of employment are governed by a collective bargaining agreement unless the collective bargaining agreement provides for coverage under the Program, any non-resident alien who receives no earned income from Ameren that constitutes income from sources within the United States, or an individual otherwise classified as an employee but who is a party to a written employment agreement with Ameren or an affiliated company, whereby the employee agrees to and waives participation in the employee benefit plans sponsored by Ameren.

## HSA Eligibility Requirements

In addition to being covered under a qualified high deductible health plan ("HDHP"), the individual must certify that he or she: (1) cannot be claimed as another person's tax dependent; (2) is not entitled to Medicare benefits; and (3) does not have any health coverage other than HDHP coverage (except for certain types of permitted insurance and coverage). A married individual must also certify that his or her spouse does not participate in a non-high deductible health plan providing family coverage.

Notwithstanding any provision to the contrary, participation in the Ameren Health Care Reimbursement Plan (also known as the Ameren Health Care Flexible Spending Account or Health Care FSA), which provides a limited benefits component, shall not affect an individual's HSA eligibility.

A participant's eligibility status shall be determined monthly. A contribution shall only be made for months in which a participant satisfies all the eligibility requirements, including having coverage under the Ameren HDHP as of the first day of the month. Participants are required to inform the Company immediately of any changes in their HSA eligibility by providing written notice to the Company's Employee Benefits Department.

## High Deductible Health Plan

For 2016 eligibility purposes, a qualifying high deductible health plan (HDHP) coverage is coverage that meets the following Internal Revenue Service (IRS) requirements:

### Self-Only Coverage

Self-only coverage, which is coverage of one individual, must have a deductible of at least \$1,300<sup>1</sup> before any payment is made for eligible medical expenses (other than preventive care). In addition, the sum of the deductible and other annual out-of-pocket expenses that you are required to pay (such as co-pays and co-insurance, but not premiums) cannot exceed \$6,550<sup>2</sup>.

### Family Coverage

Family coverage, which is any coverage other than self-only coverage, must have a deductible of at least \$2,600<sup>1</sup> before any payment is made for eligible medical expenses (other than preventive care). No amounts can be paid (other than preventive care) until the minimum required family deductible has been satisfied. Accordingly, there cannot be an individual deductible within the family deductible that is less than the required \$2,600 minimum for 2016. In addition, the sum of the deductible and other annual out-of-pocket expenses that the individual is required to pay (such as co-pays and co-insurance but not premiums) cannot exceed \$13,100<sup>2</sup>.



### Married Individuals

If an individual is married and his or her spouse has family coverage under another plan, the spouse's family coverage must qualify as HDHP coverage in order for the individual to be HSA Eligible. If an individual's spouse has family coverage under an HMO or a low-deductible health plan, or if his or her spouse participates in a general-purpose health flexible spending account or health reimbursement account through his or her employer, the individual is not HSA Eligible.

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<sup>1</sup> This is the 2016 IRS deductible requirement. This amount can change each year.

<sup>2</sup> This is the 2016 IRS out-of-pocket maximum requirement. This amount can change each year.

## **Permitted Insurance and Permitted Coverage**

In addition to HDHP coverage, an individual is permitted to have only the following types of health insurance coverage: (1) insurance in which substantially all of the coverage relates to liabilities incurred under workers' compensation laws, tort liabilities, liabilities relating to ownership or use of property, or similar liabilities as specified by the IRS; (2) insurance for a specified disease or illness; (3) insurance that pays a fixed amount per day (or other period) of hospitalization; and (4) coverage for accidents, disability, dental care, vision care, or long-term care.

## **Participation**

An eligible individual becomes a participant in the Program as of the first day of the month coinciding with or immediately following the date in which he or she opens an HSA with a designated HSA provider. Participation shall cease as of the first day of the month coinciding with or immediately following the date in which the individual fails to satisfy the eligibility requirements of the Program.

## **Program Benefits**

The Company shall contribute an amount into each participant's HSA based upon the participant's level of coverage under the Ameren HDHP. The amount of the contribution, if any, is determined by the Company in its sole discretion. Contributions for 2016 shall not exceed \$650 a year for each participant who has self-only coverage and \$1,300 a year for each participant who has family coverage. A participant shall receive an HSA contribution for each month in which he or she is a participant on the first day of such month. While the Company calculates the amount of its contribution monthly, employer contributions are sent to the designated HSA provider on a quarterly basis, generally during the first month of each quarter. The Company has no authority or control over funds deposited in a participant's HSA.

Participants who experience a change in HSA eligibility or coverage in the Ameren HDHP shall have a corresponding change in the amount of the Company contribution.

## **Designated HSA Provider**

For administrative convenience, the Company may limit the number of HSA providers to whom it shall forward contributions. Eligible individuals who elect to enroll in the Health Savings PPO medical plan option will automatically have an HSA established by the Company with the designated HSA provider. Participants shall be solely responsible for managing their HSA, including choosing how HSA funds are invested and following the rules that a designated HSA provider and the IRS impose.

The Company has selected HealthEquity, an authorized HSA trustee, as the designated HSA provider. This designation is not an endorsement of HealthEquity. The Company may designate a new and/or additional HSA provider at any time in its sole discretion. Once contributions have been deposited in a participant's HSA account, the participant has a nonforfeitable interest in the funds and is free to request a distribution of the funds or to move them to another HSA, to the full extent allowed by law. However, participants who move their

funds from an HSA at a designated provider to an HSA at another financial institution may continue to be subject to any applicable monthly account fee of the designated HSA provider.

## HSA Contributions

### Participant Contributions

Participants may also elect to make contributions directly to their HSA on a pre-tax basis through payroll deductions. Elections can be made on-line during enrollment and throughout the year, or by calling the Ameren Benefits Center at 877.769.2637, Option 2. Participants may make changes to their HSA payroll deduction at any time in accordance with the procedures established by the Company. The initial deduction and any subsequent changes shall begin as soon as administratively practical thereafter. The election will remain in effect for the specified calendar year, unless the employee requests a change. A new election amount must be made each calendar year. Participants are responsible to stop the deductions if they become ineligible to contribute at any time.

Participants may also change their medical plan election from Health Savings PPO with HSA to Health Savings PPO without HSA, or, from Health Savings PPO without HSA to Health Savings PPO with HSA, any time throughout the year without having a qualified life event occur.

In the case of an unpaid leave of absence, the participant's payroll deductions shall cease. Such deductions shall automatically resume at the same level upon the participant's return from leave of absence, unless he or she has elected otherwise or is no longer eligible to make an HSA contribution.



Participants may contribute amounts to their HSA on an after-tax basis outside the Program by sending a contribution directly to the designated HSA provider.

### Contribution Limits

The total amount of contributions made by a participant and/or on the participant's behalf into an HSA at a designated provider or an HSA with another HSA trustee or custodian shall not exceed the participant's applicable maximum annual contribution limit. For 2016, a participant's maximum annual HSA contribution limit is the indexed amount determined by the IRS, or \$3,350 for self-only coverage or \$6,750 for family coverage. If both the participant and his or her spouse have HSAs, the limit shall be divided equally between them unless written notification has been provided to the Company that they have agreed to a different allocation.

Participants who have attained age 55 before the end of the taxable year may contribute an additional annual "catch-up" amount (\$1,000 for 2010 and forward) to the extent permissible under the Code. Catch-up contributions and any rollover HSA contribution amounts from the previous year(s) are not subject to the HSA contribution limits set forth above. In order to make catch-up contributions via payroll deduction, participants may either go online at

myAmeren.com, or call the Ameren Benefits Center at 877.769.2637, Option 2, to initiate the contributions.

If an individual becomes eligible to contribute to an HSA or reaches age 55 in a month other than January, they may make the full annual maximum contribution, including the catch up amount, based on their coverage in the last month of that year. If they do not remain in the HSA-eligible plan for twelve (12) months following the last month of the year of the first year of eligibility, the amount which could not have been contributed in the partial year except for this provision, will be included in income and subject to a ten (10) percent additional tax.

### **One-Time Transfer from IRAs to HSAs**

HSA-eligible individuals may make a one-time contribution to an HSA of amounts distributed from an Individual Retirement Arrangement (IRA). The contribution must be made in a direct trustee-to-trustee transfer, and is not included in income or subject to the early withdrawal additional tax. The transferred amount is subject to the HSA annual contribution limits and is not allowed as a deduction. Only one (1) transfer may be made during the lifetime of the individual. In the event the individual electing the one-time transfer does not remain HSA-eligible for the twelve (12) months following the month of the IRA contribution, the transferred amount is included in income and subject to a twenty (20) percent additional tax.

### **HSA Distributions**

A participant shall submit requests for distributions directly to the HSA provider. Distributions from an HSA are tax-free if they are for expenses incurred for medical care, as defined in Section 213(d) of the Code, of the account holder, his or her legal spouse or tax dependents, provided such expenses were incurred after the establishment of the HSA. HSA distributions used to pay insurance premiums shall not be tax-free unless they are used for COBRA coverage, qualified long-term care insurance, health insurance maintained while the participant is receiving unemployment compensation under federal or state law, or health insurance for an individual age 65 or over (other than a Medicare supplemental policy). A participant shall be solely responsible for determining whether his or her HSA distributions are taxable and/or whether such distributions are used for qualified medical expenses.

### **HSA Distributions Upon Death**

If your spouse has been named as the beneficiary of your account, he/she becomes the owner of the account upon your death, and can use it as if it were their own HSA. If you are not married, or your spouse has not been named the beneficiary of your account, it will no longer be treated as an HSA upon your death. The account will pass to your non-spousal beneficiary(ies) or become part of your estate and be subject to any applicable taxes.

### **Miscellaneous**

#### **Ameren Health Care Reimbursement Plan**

Employees eligible to participate in the Ameren Health Care Reimbursement Plan (also known as the Ameren Health Care Flexible Spending Account or Health Care FSA) may elect only limited benefits under such plan for each plan year, or portion thereof, in which he or she is a

participant in this Program. Under no circumstance shall a change in an individual's HSA eligibility or Ameren HDHP coverage permit a mid-year election change under the Ameren Health Care Reimbursement Plan.

### **Reporting Requirements**

Each participant is solely responsible for reporting contributions made to his or her HSA and for reporting distributions from his or her HSA.

### **Voluntary Program**

Participation in the Program is entirely voluntary. A participant may terminate his or her participation at any time by notifying the Ameren Benefits Center at 8773769.2637 that he or she no longer wishes to participate.

### **Duration of Program**

Although the Company expects to continue this Program indefinitely, it has the right to amend or terminate this Program, the Ameren HDHP and/or suspend or terminate HSA contributions at any time for any reason.

### **No Employment Contract**

This Program shall not be deemed to constitute a contract between the Company and any employee or participant or to be a consideration or an inducement for the employment of any participant or employee. Nothing contained in this document shall be deemed to give any employee or participant the right to be retained in the service of the Company or interfere with the right of the Company to discharge any participant or employee at any time regardless of the effect such discharge shall have upon him or her as a participant in the program.

### **No Guarantee**

While the Program is intended to meet the requirements of Section 223 of the Code so that any contributions provided under this Program are excludable from the taxable income of Participants, the Company makes no guarantee or representation to any participant of such exclusion. The Company shall, in no event, have no liability to any participant for any losses, taxes, or penalties thereon incurred because of the participant's participation in this Program.

### **Verbal Statement May Not Alter Document**

If a clerical error or other mistake occurs, that error does not create a right to benefits. These errors include, but are not limited to, providing misinformation on eligibility or benefits. The terms of the Program may not be amended by oral statements by Ameren representatives, the Program administrator or any other person. In the event an oral statement conflicts with any term of the Program, the Program's terms will control. It is your responsibility to confirm the accuracy of statements made by Ameren or its designees, including the Program Administrator, in accordance with the terms of this and other Program documents.