



# Ameren Health Savings Account Program

Amended and Re-stated January 1, 2023

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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 latest revision to the Program is effective January 1, 2023. 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.

## Program Eligibility

Eligibility for this Program is limited to an individual who is: (1) a full-time or part-time active Employee (as defined below); (2) a surviving dependent of such an Employee; or (3) a full-time 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 ("HDHP") designated by the Company as eligible for contributions under this Program ("Ameren HDHP"); (b) is "HSA Eligible" under the provisions of Section 223 of the Internal Revenue Code ("Code") as outlined below under HSA Eligibility Requirements; and (c) has opened an HSA that is in good standing with a qualified HSA provider designated by the Company and eligible to receive contributions.



**Employee** generally means any person who is classified by the Company as an employee of Company or an affiliate of the Company. Employee does not include, however, any individual classified by the Company as an independent contractor, temporary referral employee unless otherwise expressly provided in a collective bargaining agreement, 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 the Company or an affiliate 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 the Company or an affiliated company, whereby the employee agrees to and waives participation in the employee benefit plans sponsored by the Company.

## HSA Eligibility Requirements

In addition to being covered under a HDHP, the individual must certify that he or she: (1) cannot be claimed as another person's tax dependent; (2) is not enrolled in Medicare, Tri-Care or Tribal-Care; 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-HDHP providing family coverage.

Notwithstanding any provision to the contrary, participation in the Ameren Healthcare Reimbursement Plan (also known as the Ameren Healthcare Flexible Spending Account or

Healthcare FSA), which provides a limited benefits component, shall not affect an individual's HSA eligibility.

A Participant's (as defined below) eligibility status to receive a Company contribution shall be determined weekly. A Company contribution shall only be made for pay periods in which a participant satisfies all the eligibility requirements, including having coverage under an Ameren HDHP as of the first day of the pay period, with an HSA that is in good standing and eligible to receive contributions. Participants are required to inform the Company immediately of any changes in their HSA eligibility by contacting the Ameren Benefits Center at 877.769.2637.

## High Deductible Health Plan

For 2023 eligibility purposes, qualifying HDHP coverage is coverage that meets the Internal Revenue Service ("IRS") requirements as outlined below. Refer to the Health Savings Plan or Health Savings Plan – Value sections of the **Ameren Employee Medical Plan** summary plan description for specific information regarding the deductible and other out-of-pocket expenses for the Ameren HDHPs.

### Self-Only Coverage

Self-only coverage, which is coverage of one individual, must have a deductible of at least \$1,500<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 \$7,500<sup>2</sup>.

### Family Coverage

Family coverage, which is any coverage other than self-only coverage, must have a deductible of at least \$3,000<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 \$3,000<sup>1</sup> minimum for 2023. 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 \$15,000<sup>2</sup>.



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<sup>1</sup> This is the 2023 IRS deductible requirement. This amount can change each year.

<sup>2</sup> This is the 2023 IRS out-of-pocket maximum requirement. This amount can change each year.

## **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 a health maintenance organization 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.

## **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 coinciding with or immediately following the date in which he or she enrolls in an Ameren HDHP, opens an HSA with an HSA provider designated by the Company, and the account is eligible for receipt of contributions. Participation for individual and Company contributions 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.

## **Company Contribution**

The Company shall contribute an amount into each Participant's HSA based upon the Participant's level of coverage under the Ameren HDHP the Participant has elected. The amount of the contribution, if any, is determined by the Company in its sole discretion. Company contributions for 2023 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 each pay period a benefits deduction is taken and in which he or she is a Participant with an HSA that has been opened with the HSA provider designated by the Company and is in good standing and eligible to receive contributions. The Company calculates the amount of its contribution and Company contributions are sent to the designated HSA provider each pay period. The Company has no authority or control over funds deposited in a Participant's HSA.

Participants who experience a change in HSA eligibility or change their level of coverage in an 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 Plan with HSA or the Health Savings Plan – Value with HSA must contact the designated HSA provider to establish an HSA that is in good standing and eligible to receive contributions. 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 Fidelity Investments as the designated HSA provider and trustee for the individual participant HSA account. This designation is not an endorsement of Fidelity Investments. The Company may designate a new and/or additional HSA provider(s) at any time at its sole discretion. Once contributions have been deposited in a Participant's HSA individual account, the Participant has a nonforfeitable interest in the funds, including any investment gains or losses, 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 are responsible for any monthly account fees imposed by the Company's designated HSA provider. 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**. 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 Participant requests a change. A new election amount must be made each calendar year. Participants are responsible for contacting the Company to stop the deductions if they become ineligible to contribute at any time.

Participants may also change their medical plan election from Health Savings Plan with HSA to Health Savings Plan without HSA, or, from Health Savings Plan without HSA to Health Savings Plan with HSA, any time throughout the year without having a qualified life event occur. Additionally, if enrolled in the Health Savings Plan – Value with HSA, a Participant may change their medical plan election to the Health Savings Plan – Value without HSA and vice versa.

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. Any potential tax ramifications from contributing both pre-and-post-tax contributions to the HSA in the same fiscal year are the sole responsibility of the Participant, and any questions regarding this matter should be directed to the Participant's licensed legal counsel or tax representative.



## 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. This includes any Company contributions and pre-tax (through payroll deductions) or after-tax employee contributions. For 2023, a Participant's maximum annual HSA contribution limit is the indexed amount determined by the IRS, which is \$3,850 for self-only coverage or \$7,750 for family coverage. If both the Participant and his or her spouse have HSAs, the Participant and spouse must coordinate any annual individual and/or Company contributions so as not to exceed IRS annual contribution limits.

Participants who have attained age 55 before the end of the taxable year may contribute an additional annual "catch-up" amount (\$1,000 for 2023 and forward) to the extent permissible under the Code. Catch-up contributions and any rollover HSA contribution amounts rolled over from the previous year(s), or rolled over from another HSA account, 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 [www.myAmeren.com](http://www.myAmeren.com), or call **myAmeren Benefits** at **877.769.2637** 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.

**Note:** If you are enrolled and are contributing to an HSA, IRS rules prohibit the contribution to an HSA by you or the Company if you are enrolled in Medicare Part A and/or Part B. If you have enrolled in Medicare due to a disability, or because you are age 65 or older (even though you are still working as an active Employee), you are not eligible to contribute to an HSA. This also includes the Company contribution. If you continue to make HSA contributions (including the Company contribution) after enrolling in Medicare, you may be subject to penalties for excess or ineligible contributions.

## 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 ten (10) 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 qualified healthcare expense, 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 healthcare 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(cies) or become part of your estate and be subject to any applicable taxes. You must designate your beneficiary through your designated HSA provider.

## Miscellaneous

### Ameren Healthcare Reimbursement Plan

Employees eligible to participate in the Ameren Healthcare Reimbursement Plan (also known as the Ameren Healthcare Flexible Spending Account or Healthcare FSA) may elect only limited purpose benefits (i.e., vision and dental services, as opposed to major medical) 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 Healthcare 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 myAmeren Benefits at 877.769.2637 that he or she no longer wishes to participate.

### Duration of Program

Although the Company expects to continue this Program in the years ahead, it cannot guarantee it will do so. The Company reserves the right to amend, modify or terminate this Program, the Ameren HDHP and/or suspend or terminate HSA contributions at any time for any reason with respect to all individuals.



### **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 Company 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 the Company or its designees, including the Program administrator, in accordance with the terms of this and other Program documents.

### **Receiving Advice Disclaimer**

The Company cannot advise you regarding tax, investment or legal considerations relating to this Program. Therefore, if you have questions regarding benefit planning, you should seek advice from a personal advisor (e.g. legal counsel, tax advisor, investment advisor).