



Merrill Lynch Health Savings Account Number

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Merrill Lynch Health Savings Account Adoption Agreement

Important Note: A Merrill Lynch Health Savings Account (HSA) is NOT health insurance. You must be covered by an HSA qualifying “high-deductible health plan” to be eligible to make HSA contributions (other than rollover contributions) or to have HSA contributions made by your employer. Merrill Lynch DOES NOT offer high-deductible health plans.

Please type or print legibly. Black ink is preferred.

MERRILL LYNCH USE ONLY

Date Opened:

FA #:

I. ACCOUNT INFORMATION

Account Holder's Name

Mailing Address: Street

City

State

Zip Code

II. INFORMATION ABOUT YOU

A. GENERAL INFORMATION

Account Holder's Social Security Number:

<input type="text"/>	<input type="text"/>	<input type="text"/>	—	<input type="text"/>	<input type="text"/>	—	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Date of Birth: _____

Home Phone: (_____) _____ — _____

Business Phone: (_____) _____ — _____

B. REQUIRED INFORMATION

1. **Are you currently insured under a high-deductible health plan?** By checking yes, you also agree that you are not enrolled in Medicare Part A or B, you may not be claimed as a dependant on another person's federal income tax return and you are not covered under another health plan that is not a high-deductible health plan (other than permitted coverage).

☐ Yes

☐ No

2. **What type of coverage do you have?**

☐ Individual (Self Only)

☐ Family



A. GENERAL INSTRUCTIONS

Your name and address will be printed automatically on your wallet-style HSA checks. Additional lines may be printed on your checks and can be used for a telephone number.

[illegible]

Send my ☐ cards ☐ checks ☐ both to:

Street Address	City	State	Zip Code
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1. Please indicate how many Visa debit cards you want: ☐ 0 ☐ 1 ☐ 2

2. If you want one additional Visa debit card issued for use by another adult individual, please **print**

If you wish to have another adult individual as an additional signer of HSA checks, that person must sign here. You are authorizing that person to direct payments from your HSA as your agent.

Date _____



IV. INFORMATION ABOUT YOUR BENEFICIARIES

PLEASE READ THE INSTRUCTIONS THAT FOLLOW BEFORE COMPLETING THIS SECTION.

PRIMARY BENEFICIARIES

Name	Share	Date of Birth	Social Security Number	Relationship
1.				
2.				

CONTINGENT BENEFICIARIES

Name	Share	Date of Birth	Social Security Number	Relationship
1.				
2.				

INSTRUCTIONS

You can name one or more persons to be the primary and contingent beneficiaries of your account, including your estate or a trust. Please provide complete information about each beneficiary. If the beneficiary is a trust, please provide the names of the trustees, the date of the trust and the trust's taxpayer identification number. If you designate more than one primary or contingent beneficiary, please be sure that you indicate the percentage share each is to receive and that the percentages add up to 100%.

Unless you provide otherwise in your beneficiary designation, any balance left in your account at your death will be paid to the primary beneficiaries in accordance with the share percentages you designate. If a primary beneficiary should predecease you and there are primary beneficiaries who are still living, the deceased beneficiary's share will be distributed to the remaining primary beneficiary, or to the remaining primary beneficiaries, in proportion to their payment percentages. If no primary beneficiary is living at the time of your death, the balance will be distributed to your contingent beneficiaries under the same rules. Please note that a primary beneficiary must be designated before you designate a contingent beneficiary. If no primary or contingent beneficiary survives you, the balance will be paid to your surviving spouse. If you are not survived by your spouse, we will pay the balance to your estate. If no percentages are indicated for primary or contingent beneficiaries, equal percentages will be assumed.

As outlined in the Merrill Lynch Health Savings Account Disclosure Statement, your surviving spouse can continue his or her interest in your HSA as his or her own HSA at your death only if he or she is the named beneficiary under your HSA. If any person other than your spouse is the named beneficiary, or any person (including your surviving spouse) otherwise acquires your interest in your HSA on account of your death, the HSA or portion of the HSA with respect to which there is a nonspouse beneficiary will cease to be a health savings account as of the date of your death.

V. HEALTH SAVINGS ACCOUNT ADOPTION AGREEMENT

This agreement, when signed by me and accepted by Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch"), as Custodian, incorporates the Merrill Lynch Health Savings Account Custodial Agreement (the "HSA Agreement"). By signing this agreement, I acknowledge:

1. That there are fees for the Health Savings Account.
2. That my HSA has been established for the purpose of paying qualified medical expenses, and if distributions are not used for this purpose, I may be subject to ordinary income and penalty taxes, which I must report to the Internal Revenue Service.
3. That I am eligible to make contributions to an HSA, specifically that I (a) am covered under a high deductible health plan (HDHP); (b) am not also covered by any other health plan that is not an HDHP (with certain exceptions for plans providing preventative care and limited types of permitted insurance and permitted coverage); (c) am not enrolled in Medicare; and (d) cannot be claimed as a dependent on another person's tax return, or that all contributions to my HSA will be permitted rollovers or transfers from other HSAs or Archer MSAs and that there is a limit to the amount that may be contributed to my HSA each year.
4. That no loans may be taken from my HSA and no portion of my HSA may be used as security or collateral for a loan.
5. That I am responsible for administering my HSA and that Merrill Lynch has no duty to determine the investment, tax or other consequences resulting from my actions involving my HSA.
6. That Merrill Lynch does not offer high-deductible health plans.
7. **That I have received a copy of the Merrill Lynch HSA Disclosure Statement and Custodial Agreement booklet, and, in accordance with Section 6.8 of the Custodial Agreement, I agree to arbitrate any controversies which may arise with Merrill Lynch.**

SIGN HERE

Signature (Account Holder)

Date

