# Lumen Business Travel Accident (BTA) Insurance Plan

**Summary Plan Description (SPD) For Active Employees** 

Effective Jan. 1, 2023



# **Table of Contents**

INTRODUCTION	1	
The Company's Reserved Rights, Plan Changes and Plan Administrator Discretion		
How to Use this Document		
What is a Summary Plan Description (SPD)?	2	
BUSINESS TRAVEL ACCIDENT INSURANCE PLAN	2	,
COMMON FEATURES OF THE PLAN	2	,
Eligibility	2	,
Dependent Eligibility		
Your Beneficiary	4	•
When Coverage Begins		
What Coverage Costs		
How To File a Claim		
Recovery of Payments		
Benefits Assignment		
Release of Medical or Confidential Information		
When Coverage Ends Amount of Coverage		
Annual Salary		
When Benefits Are Payable		
How Benefits Are Paid		
DESCRIPTION OF BENEFITS		
Accidental Death and Dismemberment Benefits		
Accident Medical Expense Benefit		
Day Care Benefit Benefit Maximum	8	
BEREAVEMENT AND TRAUMA COUNSELING BENEFIT RIDER		
Coma Benefit		
Disability Benefit		
Emergency Medical Evacuation Benefit		
Family Travel Benefit		
Hazard Limitations		
Home Alteration and Vehicle Modification Benefit	9	)
Rehabilitation Benefit	9	)
Repatriation of Remains Benefit	9	•
Seatbelt and Airbag Benefit		
Security Evacuation Expense Benefit		
Special Education/Tuition Benefit		
War Risk Benefit		
What Is Not Covered		
Notice and Proof of LossFacility of Payment		
Claims Appeal Procedure		
• •		
TRAVEL ASSISTANCE PLAN		
Eligibility for Services	13 12	

MEMBER SERVICES	13
EMERGENCY TRAVEL ASSISTANCE	14
WORLDWIDE TRAVEL ASSISTANCE	15
CONCIERGE SERVICES	16
PERSONAL SECURITY	16
Limitations	17
IMPORTANT NOTICE	
IMPORTANT INFORMATION ABOUT THE PLANS	17
Statement of ERISA Rights	
Plan Amendments	18
Interpretation of the Plan	
Plan Name and Type	19
Business Travel Accident Insurance Policy	19
Limitation on Civil Actions	19
Clerical Error	
Records and Information and Your Obligation to Furnish Information	20
Circumstances That May Affect Your Plan Benefits	20
Consequences of Falsification or Misrepresentation	20
GLOSSARY OF DEFINED TERMS	21
APPENDIX	22

#### INTRODUCTION

Lumen, Inc. (hereinafter "Lumen" or "Company") is pleased to provide you with this Summary Plan Description (hereinafter "Benefit Summary" or "SPD"). This SPD presents an overview of the general plan provisions, rights and responsibilities under the Lumen Business Travel Accident Insurance Plan (the "BTA Plan"). Collectively, this SPD might refer to this plan as "BTA" or "Plan".

The effective date of this updated SPD is January 1, 2022. This SPD summarizes BTA survivor benefits for all active full-time non-union or union represented employees, regardless of bargaining agreements. Otherwise, this SPD, together with other plan documents (such as the Summary of Material Modifications (SMMs) including materials you receive at Annual Enrollment) briefly describe your Benefits as well as rights and responsibilities under the Plan. **This SPD supersedes and replaces, in its entirety, any other SPD describing its provisions that you currently may possess.** This SPD is intended to accurately reflect the provisions of the Lumen Business Travel Accident Insurance Plan.

Since this is only a summary of the "Plan", it does not cover all details found in the group "Policy". In the event of any discrepancy between this SPD and the official Plan Document, the group insurance "Policy" shall govern.

The BTA Plan, as described in this SPD is a part of your total compensation from Lumen. You are encouraged to review this information carefully, share it with your dependents and keep it for future reference.

January 1, 2022 is the date changes were most recently made to the coverages available under the Plan.

Qwestions regarding your BTA Plan's insurance benefits should be directed to the following:

#### Lumen Health and Life Service Center at 833-925-0487

However, you may also contact the Plan Administrator, the Lumen Employee Benefits Committee ("EBC") directly. You may contact the EBC at:

Century Link, Inc. Human Resources 214 East 24th Street Vancouver, WA 98663

# The Company's Reserved Rights, Plan Changes and Plan Administrator Discretion

Lumen reserves the right to amend, change or terminate the Plan and any of the Benefits provided under the Plan – with respect to all classes of a "Covered Person" (a defined term), without prior notice to or consultation with any "Covered Person", subject only to applicable law and if applicable, collective bargaining agreements.

The Plan Administrator has the right and discretion to determine all matters of fact or interpretation relative to the administration of the benefit —including Qwestions of eligibility, interpretations of the Plan's provisions and any other matter. The decisions of the Plan Administrator and any other person or group to whom such discretion has been delegated, including the Claims Administrator (the Insurer), shall be conclusive and binding on all persons.

More information about the Plan Administrator and the Claims Administrator can be found in the Appendix of this SPD.

This Plan is maintained in part with respect to those Company Employees who are covered under collective bargaining agreements, if applicable. A copy of the current collective bargaining agreements is available from the Human Resource Labor Relations Department or by contacting your union directly.

No Company Employee or Service Providers hired by Lumen can be responsible for advising you on the tax effects of your participation in the Plan as described in this SPD. Because tax laws are constantly changing, you should consult a tax advisor if you have Qwestions about how participation in any Company plans will affect your personal tax situation.

#### **How to Use this Document**

This SPD, Summary Plan Description is provided to explain how the Plan works. It describes your Benefits and rights as well as your obligations under the Plan. It is important for you to understand that because this SPD is only a summary, it cannot cover all of the details of the Plan or how the rules will apply to every person in every situation. All of the specific rules governing the Plan are contained in the Plan Document and underlying group insurance "Policy". You and your beneficiaries may examine the Plan Document and insurance "Policy" relating to the Plan during regular business hours or by appointment at a mutually convenient time in the office of the Plan Administrator. For additional information, refer to Statement of ERISA Rights.

Capitalized terms are defined in the "Glossary of Defined Terms" section and throughout this SPD. All uses of "we," "us," and "our" in this document, are references to the Claims Administrator or Lumen. References to "you" and "your" are references to people who are "Covered Persons" as the term is defined in the "Glossary of Defined Terms".

You are encouraged to read and keep all SPDs and any attachments (summary of material modifications ("SMMs"), amendments, and addendums) for future reference.

#### What is a Summary Plan Description (SPD)?

This Summary Plan Description (SPD) is designed to provide you with a summary and general description, in non-technical language, of the BTA insurance benefits and coverages available under the Plan, without describing all the details set forth in the Plan Document. Other important details can be found in the Plan Document. This SPD is not the Plan Document. The legal rights and obligations of any person having any interest in the Plan are determined solely by the provisions of the Plan Document. If any of the terms of the Plan Document is in conflict with the contents of the SPD, the Plan Document and insurance "Policy" will always govern.

The most recent Plan Document and SPD supersede any and all prior documents you may have been provided regarding your benefits under the Plan.

# **BUSINESS TRAVEL ACCIDENT INSURANCE PLAN**

The Lumen Business Travel Accident Insurance Plan provides a wide range of coverage in the event of death or certain other serious accidental physical losses while traveling on Company business.

• The **Business Travel Accident (BTA) Plan** automatically covers you while traveling on Company business. You do not need to enroll in this plan. Your coverage is automatic.

For assistance in understanding terminology associated with the administration of your benefit plan, please refer to the "Glossary of Defined Terms" located at the back of this SPD.

# **COMMON FEATURES OF THE PLAN**

This section provides an overview and common features of the Lumen BTA Plan. Specific and distinct features to the BTA Plan are listed below in separate sections.

# **Eligibility**

You are eligible for BTA coverage described in this summary on your 1st day of active employment with the Company, if you are:

- You are employed by Lumen or one of our affiliated/subsidiary companies
- A full-time, Qwest employee scheduled to work a minimum of thirty (30) or more hours per week for the Policyholder, who is in active service and not in any other class
- An active, employee elected or appointed to the Board of Directors of Lumen
- · A non-employee, active member of the Lumen Board of Directors residing outside of the United States and Canada

You are **not** eligible for the BTA insurance benefits described in this summary if you are:

A temporary employee, part-time or Seasonal employee, incidental employee, or full-time member of the armed forces of any country (unless the state in which you reside or a predecessor company indicates otherwise), a leased employee, an independent contractor, or an individual who is not classified by the Company as an employee, or

An individual who is carried on the payroll of another company including but not limited to, a temporary employment service, or whom the Company has classified and/or treated as a vendor or consultant.

#### **Dependent Eligibility**

Your eligible dependents are covered if traveling with you on a Company business trip. The Claims Administrator reserves the right to require supporting financial and/or legal documentation to confirm eligibility at any time. Your eligible dependents include:

- Your legal spouse
- Your domestic partner means a person of the same or opposite sex of the Insured who:
  - Shares the Insured's primary residence;
  - Has resided with the Insured for at least 12 months prior to the effective date of this coverage and is expected to reside with the Insured indefinitely;
  - Is financial interdependent with the Insured proven by providing proof of joint ownership such as by holding one or more credit or bank accounts, including a checking account, as joint owners or by owning or leasing their permanent residence as joint tenants;
  - Has signed a Domestic Partner declaration with the Insured, if recognized by the laws of the state in which he or she resides with the Insured;
  - Has not signed a Domestic Partner declaration with any other person within the last 12 months;
  - Is 18 years of age or older;
  - Is not currently married to another person;
  - Is not in a position as blood relative that would prohibit marriage.
- Your unmarried child(ren), up to the end of the month in which they attain age 26. Child(ren) include:
  - Your natural child(ren);
  - Your adopted child, beginning with any waiting period pending finalization of the child's adoption;
  - Foster child(ren);
  - Stepchildren who resides with the Insured or depends on the Insured for financial support;
  - Child(ren) of your spouse or your domestic partner (natural, legally adopted or placed for adoption or foster child(ren));
  - Child(ren) for whom you are the legal guardian or are the legal ward for grandchild(ren), nieces or nephews.
- You may cover any or all of your eligible dependents according to the rules of each plan; **However**, no one may be a dependent of more than one employee under the benefit plans.
- A child dependent on the other parent is considered an eligible Dependent. The proportion of the Child's support that the "Insured" provides does not affect the child's eligibility for coverage.
- A Dependent may also include any person related to the "Insured" by blood or marriage and for whom the "Insured" is allowed a deduction under the Internal Revenue Code.
- Insurance will continue for any Dependent child who reaches the age limit and continues to meet the following

#### conditions:

- 1. the child is handicapped;
- 2. the child is not capable of self-support; or
- 3. the child depends mainly on the "Insured" for support and maintenance.

(The "Insured" must give the insurer proof that the child meets these conditions, when reQwested. The insurer will not ask for proof more than once a year.)

The insurer may reQwest satisfactory proof of the Dependent child's incapacity and dependency within 60 days before the Dependent child reaches the age limit specified above. If the insured fails to furnish the reQwested proof within 31 days of the reQwest, coverage for that Dependent child will terminate at the end of that 31-day period.

# **Your Beneficiary**

Your beneficiary is the person you choose to receive survivor benefits in the event of your death. You may name any person(s), your estate, almost any organization or a trust as the beneficiary(ies) under your Lumen Life and AD&D Insurance Plans (the "Life Plan"). This named beneficiary(ies) will apply to the Lumen Business Travel Accident Insurance Plan (the "BTA Plan"). You may name one beneficiary or divide the benefit among multiple beneficiaries. If you name multiple beneficiaries, you must specify the percentage each beneficiary will receive.

It is important to specify your beneficiary(ies) designation clearly when you enroll in your Life and AD&D. Enrollment in the BTA plan is automatic. In the event that a beneficiary is named for one coverage but not the others, the named beneficiary will apply to all coverages.

If no beneficiary is alive on the date of your death or you have not elected a beneficiary, the benefit will be paid as follows:

- 1. to your spouse or domestic partner, if living; or
- 2. if there is no surviving spouse or domestic partner, to your surviving child(ren) in equal shares; or
- 3. if there is no surviving spouse or domestic partner or child(ren), to your surviving parents in equal shares; or
- 4. if there is no surviving spouse or domestic partner, child(ren) or parents, to your surviving brothers and sisters in equal shares; or
- 5. if none of the above, to your estate.

Please confirm that you have designated beneficiaries for all of your Life Insurance Plans by:

Going to: Lumen.com/healthandlife

Calling: the Lumen Health and Life Service Center at 833-925-0487

Lumen Health and Life Service Center is the recordkeeper of beneficiary designations. If there is no beneficiary designation on file upon your death, any eligible amount will be payable according to the Plan rules and may not be whom you intended to receive the benefit. In addition, naming a beneficiary and having all the information on file may expedite the claim processing.

**Important Note About Naming Minor Children:** If you name your minor child(ren) as beneficiary(ies), please be advised that the Plan will be unable to pay benefits to them until the earlier of:

- 1. The date your child(ren) reach the age of majority (usually age 18 or 21), depending on applicable state; or
- 2. The date a legal guardian of the minors' estate has been appointed by a court. This can be a costly process, and state laws may limit who may be named as guardian of an estate.

#### When Coverage Begins

If you are a Full-time employee, you are automatically enrolled in your Business Travel Accident (BTA) coverage effective your date of hire.

If you change from part-time to full-time employment with Lumen, you are automatically enrolled in your Business Travel Accident (BTA) coverage effective the date you become full-time.

#### **What Coverage Costs**

The Lumen BTA is an "Insured" plan and the cost of coverage is based on premium charged by the insurance company, which is paid by the Company.

#### How To File a Claim

A claim must be filed to receive benefits from the Lumen BTA insurance plan. When there has been an accidental dismemberment claim or a death due to an accidental injury while traveling on a Company business trip, You or your beneficiary must notify the Lumen Health and Life Service Center by calling 833-925-0487. For the purpose of this section, the Lumen Health and Life Service Center is the party designated by the Company to maintain certain records needed to administer the insurance provided under this Plan.

Notice of a claim should be given to the Lumen Health and Life Service Center within 20 days after an insured's loss or as soon as is reasonably possible after a business-related accident. The Lumen Health and Life Service Center will notify the BTA insurer and a claim form will be sent to You or the beneficiary or beneficiaries of record. You or the beneficiary or beneficiaries should complete the claim form and send it along with Proof of an accidental dismemberment claim or a death claim to the BTA insurer as instructed on the claim form. When the BTA insurer receives the claim form and Proof, the BTA insurer will review the claim and, if approved, they will pay benefits subject to the terms and provisions of the BTA Plan.

If a claim is denied, you or your beneficiary has certain rights of appeal, which are described in the "Important Information About the Plans" section.

## **Recovery of Payments**

If your benefit is overpaid for any reason, the Plan has the right to recover the excess amount from the person or organization receiving benefits. The Plan reserves the right to recover any amounts due under these provisions by any means and your participation in the Plan means that you understand this right of recovery.

# **Benefits Assignment**

At the reQwest of the "Insured" or his or her parent or guardian, if the "Insured" is a minor, medical benefits may be paid to the provider of service. Any payment made in good faith will end the insurer's liability to the extent of the payment.

#### Release of Medical or Confidential Information

By accepting benefits from the Plan, you authorize the Plan Administrator or insurance carrier to examine any medical records needed to process claims or appeals.

Information will be kept confidential whenever possible. Under certain circumstances, this information may be disclosed to other parties with your or your beneficiary's authorization or as required by state or federal law. Please keep in mind that it is very important for you to follow the Plan's procedures, as summarized in this SPD, in order to obtain Plan Benefits and to help keep your personal confidential information private and protected.

For example, contacting someone at the Company other than the Claims Administrator or Plan Administrator (or their duly authorized delegates) in order to try to get a Benefit claim issue resolved is not following the Plan's procedures. If you or your beneficiary do not follow the Plan's procedures for claiming a Benefit or resolving an issue involving Plan Benefits, there is no guarantee that the Plan Benefits for which you may be eligible will be paid to you on a timely basis, or paid at all, and there can be no guarantee that your personal confidential information will remain private and protected.

#### When Coverage Ends

Your insurance will end on the earliest of:

- 1. The "Policy" terminates;
- 2. The Covered Person is no longer eligible; or
- 3. The period ends for which premium is paid.

For Your Dependents, their insurance will end on the earliest of:

- 1. He or she is no longer a Dependent;
- 2. The "Covered Person's coverage ends; or
- 3. The period ends for which premium is paid.

#### **Amount of Coverage**

The Business Travel Accident coverage equals three (3) times your annual salary, as described below, rounded up to the next higher \$1,000. The maximum benefit payable by the BTA Plan is \$500,000.

#### **Annual Salary**

The BTA Plan uses your annual eligible pay including your target incentive (short term incentive pay) if eligible for a Lumen Incentive Plan as of your last day of employment before death to determine benefits for your beneficiary(ies). Annualized commissions are included, if a sales-related employee, as determined by Lumen. Annual salary does not include bonuses, overtime, lump-sum merit awards, shift differentials or any other extra compensation.

For Hourly Employees, your monthly rate of earnings is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per month, but not more than 173 hours. If you do not have regular work hours, your monthly rate of earnings is based on the average number of hours you worked per month during the preceding 12 calendar months (or during your period of employment if less than 12 months), but not more than 173 hours.

# When Benefits Are Payable

BTA benefits are payable for a covered loss which is the result of, and occurs within 365 days of the covered injury which happens while you are on a business trip made on assignment by or with the consent of the Company or to further Company business.

A **business trip** begins when you leave the place you normally work or live, whichever occurs last, and ends when you return to the place you normally work or live, whichever occurs first. This coverage does not include commuting between home and the place of work. A business trip includes limited personal deviation up to 14 days. **Personal deviation** (or Sojourn) means an activity that is not reasonably related to Lumen's business and not incidental to the purpose of the trip, but undertaken while on the business of Lumen. (should we add, directly before or directly after the business trip)?

#### **How Benefits Are Paid**

If you die accidentally, the BTA benefit will be paid to your beneficiary(ies). For any other covered loss, the benefit will be paid to you. If you sustain more than one loss due to a single accident, the Plan will pay only one benefit, the largest, for the loss.

#### **DESCRIPTION OF BENEFITS**

#### **Accidental Death and Dismemberment Benefits**

If Injury to the "Covered Person" results in any one of the losses shown below within 365 days from the date of a Covered Accident, the Insurer will pay the Benefit Amount shown below for that loss.

The BTA Insurance Plan will pay a percentage of the Principal Sum based on your covered loss.

Life	100%
Both Hands or Both Feet	100%
Sight of Both Eyes	100%
One Hand and One Foot	100%
One Hand and the Sight of One Eye	100%
One Foot and the Sight of One Eye	100%
Speech and Hearing in Both Ears	100%
One Hand or One Foot	50%
Sight of One Eye	50%
Speech or Hearing in Both Ears	50%
Hearing in One Ear	25%
Thumb and Index Finger of Same Hand	25%
Quadriplegia	100%
Paraplegia	75%
Hemiplegia	75%
Uniplegia	25%

<sup>&</sup>quot;Quadriplegia" means total Paralysis of both upper and lower limbs.

"Paralysis" means total loss of use. A Doctor must determine the loss of use to be complete and not reversible at the time the claim is submitted.

"Loss of Hand or Foot" means complete Severance through or above the wrist or ankle joint. "Loss of Sight" means the total, total and irrecoverable loss of the entire sight in that eye "Loss of Speech" means total and permanent loss of audible communication that is irrecoverable by natural, surgical or artificial means.

"Loss of Hearing" in an ear means total and irrecoverable loss of the entire ability to hear in that ear.

"Loss of a Thumb and Index Finger of the Same Hand" means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).

"Severance" means the complete separation and dismemberment of the part from the body.

<sup>&</sup>quot;Hemiplegia" means total Paralysis of the upper and lower limbs on one side of the body.

<sup>&</sup>quot;Uniplegia" means total Paralysis of one lower limb or one upper limb.

<sup>&</sup>quot;Paraplegia" means total Paralysis of both lower limbs or both upper limbs.

"Principal Sum" means the amount of your BTA coverage.

If you die accidentally, the benefit will be paid to your beneficiary. For any other covered loss, you will receive the benefit.

#### **Accident Medical Expense Benefit**

If an Insured Person suffers an Injury that, within 30 days of the date of the accident that caused the Injury, requires him or her to be treated by a Physician, the Company will pay the Usual and Customary Charges incurred for Covered Accident Medical Services received due to that Injury, up to \$10,000 per Insured Person for all Injuries caused by the same accident. This benefit is payable only for such charges incurred within 26 weeks after the date of the accident causing that Injury.

#### **Day Care Benefit Benefit Maximum**

To the least of:

- 1. Actual cost of care for that Child charged by that Day Care Center for that year; or
- 2. 10% % of the "Covered Person's" Principal Sum up to a Maximum Benefit of \$5,000

The benefit is payable for up to four (4) years or the child reaches 13 years of age

**Medical Emergency** is defined as a condition caused by Injury that manifests itself by symptoms of sufficient severity that a prudent layperson possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would place the health of the person in serious jeopardy.

**Bedside Visit** (when traveling 100-mile radius from place of primary residence. In the event of Hospital Confinement or 3 days or more due to an Illness or Injury;

- 1. one round-trip economy airfare ticket,
- 2. \$200 per day for lodging and \$100 per day for meals for up to 7 days

# BEREAVEMENT AND TRAUMA COUNSELING BENEFIT RIDER

Expenses must be incurred within one year after the date of the accident causing such loss(es), up to a maximum of \$200 per session for up to 10 sessions for the Insured Person and all of his or her Immediate Family Members combined with respect to all such losses caused by the same accident.

#### Coma Benefit

If Injury renders an Insured Person Comatose within 365 days of the date of the accident that caused the Injury Benefits are payable initially as 1% of the Principal Sum per Month up to 11 months and thereafter in a lump sum of 100% of the Principal Sum. No benefit is provided for the first 30 days of the coma.

# **Disability Benefit (Permanent Total Disability)**

(Not Applicable to Insured Persons Age 70 or Older on the Date of the Accident).

Benefit Waiting Period: 12 months

Permanent Total Disability must begin within: 365 days from the date of the Covered Accident

Benefit Amount: 100% of a "Covered Person's" Principal Sum

#### **Emergency Medical Evacuation Benefit**

The company will pay for Covered Emergency Evacuation Expenses reasonably incurred if the Insured Person suffers an injury or Emergency Sickness that warrants his or her Emergency Evacuation for all Emergency Evacuations due to all injuries from the same accident or all Emergency Sicknesses from the same or related causes.

Benefit Amount: 100% of covered expenses

#### **Family Travel Benefit**

Following an Emergency Evacuation for which an Emergency Evacuation benefit is payable under the Policy, the Company will pay for expenses reasonably incurred:

- 1. to return to their current place of primary residence, with an attendant if necessary, any of the Insured Person's Children who were accompanying the Insured Person when the Injury or Emergency Sickness occurred; but not to exceed the cost of a single one-way economy airfare ticket less the value of applied credit from any unused return travel tickets per person; and
- to bring one person chosen by the Insured Person to and from the hospital or other medical facility where the Insured Person is confined if the Insured Person is alone, but not to exceed the cost of one round-trip economy airfare ticket.

#### **Hazard Limitations**

If a covered accident happens when a "Covered Person" is riding in, or getting on or off, an aircraft, the insurer will pay benefits, but only if:

- 1. He or she is riding as a passenger only, and not as a pilot or member of the crew (except as provided by the "Policy"); and
- 2. The aircraft has a valid certification of airworthiness; and
- 3. The aircraft is flown by a pilot with a current and valid license; and
- 4. The aircraft is not being used for: (i) crop dusting, spraying, or seeding; firefighting; skywriting; skydiving or hang gliding; pipeline or power line inspection; aerial photography or exploration; racing, endurance tests, stunt or acrobatic flying; any form of hunting, bird or fowl herding, banner towing; any test or experimental purpose; any flight on a rocket-propelled or rocket-launched aircraft or (ii) any operation which requires a special permit or waiver from the FAA or authority having jurisdiction over civil aviation, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on); and
- 5. The aircraft is a military transport aircraft flown by the Air Mobility Command, or similar Air transport service of another country.

#### Home Alteration and Vehicle Modification Benefit

Benefit Maximum: up to a Maximum Benefit of \$50,000

#### Rehabilitation Benefit

Benefit Amount: up to a Maximum Benefit of \$50,000

# Repatriation of Remains Benefit (when 100 mile radius from the Insured Person's place of primary residence)

Benefit Maximum: 100% of Covered Expenses

Covered expenses include, but are not limited to, expenses for:

- 1. Embalming or cremation;
- 2. The most economical coffins or receptacles adequate for transportation of the remains; and

3. Transportation of the remains by the most direct and economical conveyance and route possible.

Attendee Benefit In the event of a Repatriation of Remains, to accompany the deceased Insured Person's remains:

1. one round-trip economy airfare ticket,

2. \$300 per day for lodging and meals for up to 7 days

#### **Seatbelt and Airbag Benefit**

Seatbelt Benefit Amount: the lesser of 10% of the "Covered Person's" Principal Sum up to a

Maximum Benefit of \$50,000

Airbag Benefit Amount: the lesser of 10% of the "Covered Person's" Principal Sum up to a

Maximum Benefit of \$50,000

#### **Security Evacuation Expense Benefit**

Benefit Maximum: \$100,000

Aggregate Limit per Occurrence: \$500,000

**Occurrence** means any of the following situations in which an Insured Person finds him or herself while covered by the Policy:

- expulsion from a Host Country or being declared persona non-grata on the written authority of the recognized government of a Host Country;
- political or military events involving a Host Country, if the Appropriate Authorities issue an Advisory stating that citizens of the Insured Person's Home Country, Country of Permanent Assignment or citizens of the Host Country should leave the Host Country;
- 3. Natural Disaster within 7 days of an event;
- 4. Verified Physical Attack or a Verified Threat of Physical Attack from a third party;
- 5. the Insured Person had been deemed kidnapped or a Missing Person by local or international authorities and, when found, his or her safety and/or well-being are in Qwestion within 7 days of his or her being found.

Please call the AIG Travel Guard at 1-800-533-0699 to make all Security Evacuation arrangement. Also, please see **TRAVEL ASSISTANCE PLAN** section of this document.

Benefits will also be payable for Transportation and Related Costs within 7 days of the Security Evacuation to either of these locations as chosen by the Designated Security Consultant:

- 1. Back to the Host Country if return is safe and permitted; or
- 2. The Insured Person's Home Country; or
- 3. The Insured Person's Country of Permanent Assignment.

# **Special Education/Tuition Benefit**

Surviving Dependent Child

Benefit Maximum: lesser of actual tuition (exclusive of room and board) charged by

the institution for enrollment during that year for the child or 10% of the "Covered Person's" Principal Sum up to a Maximum Benefit

of \$5,000

Surviving Spouse

Benefit Maximum: 10% of the "Covered Person's" Principal Sum up to a Maximum

Benefit of \$5,000

Maximum Number of Annual Payments

For each Surviving Dependent Child or Surviving Spouse

Up to 4 consecutive years or date Child reaches age 26, whichever comes first

Up to 4 consecutive years

For Surviving Child:

\$5.000

#### War Risk Benefit

Default Benefit Amount:

The insurer will pay benefits as described in the "Policy" for Losses resulting from a Covered Accident caused by war or acts of war.

The Covered Accident may occur anywhere in the world, except the following countries:

- The United States
- The "Covered Person's" Home Country
- The "Covered Person's" Country of Permanent Residence/Assignment
- \*Specific Countries (Subject to Change): Afghanistan, Iraq, I "Home Country" means a country from which the "Covered Person" holds a passport. If the "Covered Person" holds passports from more than one Country, his or her Home Country will be the country that he or she has declared to the insurer in writing as his or her Home Country.

"Country of Permanent Assignment" means a country, other than a "Covered Person's" Home Country, in which the Company requires a "Covered Person" to work for a period of time that exceeds 365 continuous days.

Before traveling to any country, it is recommended you verify it is safe to travel to this specific location. For access to global threat assessments and location-based intelligence, visit Travel Guard:

- Travel Guard ID card is located on the Lumen Travel Site.
- You may also download AIG's app on Apple or Android, or visit aig.com/us/travelguardassistance.
- To access website services, you must register using policy number: 9157182

#### What Is Not Covered

The BTA Plan does **not** cover any loss caused or contributed to by any of the following:

- 1. Suicide or any attempt at suicide or intentionally self-inflicted Injury or any attempt at intentionally self-inflicted Injury.
- 2. Travel or flight in or on (including getting in or out of, or on or off) any vehicle used for aerial navigation, whether as a Passenger, pilot, operator or crewmember, unless specifically provided by this Policy.
- 3. Declared or undeclared war, or any act of declared or undeclared war unless specifically provided by this Policy.
- **4.** Sickness, disease, mental incapacity or bodily infirmity whether the loss results directly or indirectly from any of these, unless specifically provided by this Policy.
- 5. infections of any kind regardless of how contracted, except bacterial infections that are directly caused by botulism, ptomaine poisoning or an accidental cut or wound independent and in the absence of any underlying sickness, disease or condition including but not limited to diabetes, unless specifically provided by this Policy. Full-time active duty in the armed forces, National Guard or organized reserve corps of any country or international authority. (Unearned premiums for any period for which the Insured Person are not covered due to his or her active duty status will be refunded.) (Loss caused while on short-term National Guard or reserve duty for regularly scheduled training purposes is not excluded.)
- 6. The Insured Person's commission of or attempt to commit a felony.

#### **Notice and Proof of Loss**

A claim must be filed to receive benefits from the Business Travel Accident (BTA) Plan. A notice of claim should be filed with the Lumen Health and Life Service Center within 20 days after Insured's loss, or as soon as reasonably possible but no later than 90 days after a covered loss begins. If you are not able to send the proof of loss within the timeframe, it must be sent as soon as reasonably possible without affecting the claim. The additional time allowed cannot exceed one year unless you are legally incapacitated.

#### **Facility of Payment**

If the "Policy" provides coverage, limits or conditions that are broader in meaning or scope than those of a Locally Admitted "Policy" providing insurance to a "Covered Person" who resides outside of the United States, its territories and possessions, then subject to the "Payment of Claims" subsection, this "Policy" will pay benefits for a Covered Loss on an excess basis to the extent of the difference in any coverage, conditions or limits in the policies. Any payment made under this "Policy" will be governed by the limitations, exclusions and other terms and conditions of the "Policy". In no event will the coverage afforded under this "Policy", in combination with such additional Locally Admitted "Policy", exceed the benefits payable under this "Policy".

"Locally Admitted "Policy" means an insurance "Policy" that is issued by AIG or reQwested by AIG or AIG's affiliated insurance company to be issued to your or one of your subsidiary or affiliated entities in a Country other than the United States, its territories and possessions.

**Note:** In the event there is no Locally Admitted "Policy", the Master "Policy" will pay benefits in accordance with the Schedule of Benefits.

#### **Claims Appeal Procedure**

In accordance with the rules and regulations of the Employee Retirement Income Security Act, which governs this Plan, if you receive an Adverse Benefit Determination on a claim you make, you have the right to timely appeal AIG's decision to deny the accidental death benefit. You have the opportunity to submit written comments, documents, or other information in support of your appeal. You will have access to all relevant documents as defined by applicable U.S. Department of Labor Regulations. Your appeal must be in writing and state your reason(s) for disagreeing with AIG's decision, and should include supplemental documentation that will have a bearing on AIG's decision. This appeal must be received by AIG within 60 days of the date the claim denial letter is received.

A decision on appeal will be made no later than 60 days after AIG receives your written reQwest for review of the initial determination. The review will take into account all new information, whether or not presented or available at the initial determination. If AIG determines that special circumstances require an extension of time for a decision on appeal, the review period may be extended by an additional 60 days (120 days in total). AIG will notify you in writing if an additional 60-day extension is needed.

In accordance with Section 502(a) of ERISA, you have the right to bring a civil action following an Adverse Benefit Determination, but you must complete this appeal procedure before filing suit. If AIG does not receive your written appeal within 60 days of the date you receive the claim denial letter, AIG's claim determination will be final.

<u>Important Deadline to Note:</u> The "Policy" Plan under which you filed a claim has a provision, which states, in part, that no lawsuit or legal action shall be brought to recover on the "Policy" after the expiration of three years from the time proof of loss is required.

Please direct your appeal to:

AIG National Union Fire Insurance Company of Pittsburg, PA 175 Water Street, 15th floor New York, NY 10038

ATTN: ERISA Appeal Committee; A&H Division

# TRAVEL ASSISTANCE PLAN

Policy # 9157182

For medical referrals, evacuation, repatriation or other services:

Call: 1-800-533-0699 (toll free, within the US)

Call: 1-817-826-7051 Collect/Reverse Charge (outside the U.S.)

Email: AIG Travelassistance@aig.com

Website: aig.com/us/travelguardassistance

Travel Guard ID card is located on the Lumen Travel Site. You may also download AIG's app on Apple or Android, or visit <u>aig.com/us/travelguardassistance</u>. To access website services, you must register using policy number: 9157182

AIG Accident & Health offers worldwide travel assistance services to employees, and their eligible dependents covered under its accident and sickness insurance plans. These services are provided by AIGTravel Guard and are not "Insured" benefits. Your insurance plan may provide for reimbursement of some or all service expenses based on the terms and conditions of the "Policy" of insurance.

#### **Eligibility for Services**

Employees and their eligible dependents, if covered under an AIG Accident & Sickness "Policy", are eligible for services during the "Policy" term subject to the limitations listed below. Emergency Medical Services and Emergency Travel Services are available only if a "Covered Person" is traveling at least 100 miles away from his or her legal residence or outside of his or her home country or country of permanent assignment. Access to the AIG Travel Assistance Website <a href="mailto:aig.com/us/travelguardassistance">aig.com/us/travelguardassistance</a> (and Pre-trip information services are available at any time. Security assistance services are available if a "Covered Person" is traveling outside of his or her home country, country of permanent assignment or residence.

#### 24-Hour Access

The employee can reach the multilingual response center to confirm coverage and obtain access to available services by calling toll-free(within the US) or collect/reverse charge (outside the US) or by e- mail 24 hours a day, 365 days a year.

The following is a brief summary of services available:

# **MEMBER SERVICES**

**Arrangements of visitor to bedside of hospitalized insured** - Arrangements for relatives or visitors to travel to the insureds bedside can be made through AIG's 24-hour assistance center.

**Direct billing to medical providers** - AIG will coordinate with the medical provider to arrange direct billing, when available.

**Dispatch of doctor or specialist** - AIG will arrange for a medical consultation or doctor visit if the insured is unable to visit a doctor.

**Emergency medical evacuation transportation assistance** - If an insured suffers an injury or illness that requires medical treatment or hospitalization, AIG will coordinate and arrange emergency medical transportation to the nearest most appropriate medical facility. Once the insured is stabilized, AIG will coordinate his/her return to a hospital near home.

**Emergency prescription replacement** - If medications are lost or stolen, AIG will assist the Insured in obtaining new prescriptions and also in shipping to the insured at their current location.

**Eyeglasses and corrective lens replacement assistance** - AIG will locate a service provider to replace eyeglasses or corrective lenses that may have been misplaced, stolen or damaged.

**In-patient and outpatient medical case management** - If the insured is hospitalized, when traveling away from home, AIG medical advisors monitor the case from initial admission until discharge by maintaining close contact with the patient's attending physician, family doctor, and family. AIG medical advisors also help determine if adequate care is available locally and if necessary, facilitate the evacuation of the insured to the nearest appropriate medical facility.

**Medical bill audits** - AIG will assess all medical bills to ensure services provided are appropriate to the medical treatment needed and all that charges are reasonable and customary.

**Medical cost containment/expense recovery and overseas investigation** - AIG will work directly with service providers to achieve significant discounts, audits medical expenses and will pursue an investigation if a resolution cannot be achieved between AIG and the service provider.

**Medical equipment rental/replacement** - Travel Assist will locate a facility or provider that would have medical equipment available to the traveler and coordinate between the two parties.

**Physician/hospital/dental/vision referrals** - The insured will be provided with a list of physicians, dentists and optometrists in the area in which they are traveling.

**Qualified liaison for relaying medical information to family members** - AIG will facilitate communications between the insured and their family if the insured is unable to do so.

**Repatriation of mortal remains** - AIG will arrange for the preparation and air transportation of a traveler's mortal remains to their country of domicile in the event of death while traveling.

**Return travel arrangements** - In the event of hospitalization, arrangements will be made for unattended minors traveling with the client to be flown home.

**Shipment of medical records** - AIG can provide assistance in shipping of needed medical records to the attending facility of the patient.

# **EMERGENCY TRAVEL ASSISTANCE**

Emergency return travel arrangements- In the event of an emergency AIG is available to assist 24/7 with making hotel, flight and car rental arrangements to assist the customer in returning home.

**Flight re-bookings** - AIG is available 24/7 to help insureds rebook flights in the event of a flight cancellation, delay or schedule change.

**Guaranteed hotel check-in** - In the event of a travel delay, AIG will assist in calling the customer's hotel to guarantee a late arrival check-in. AIG will also guarantee a hotel in the event the customer has had their credit card stolen/lost.

**Hotel re-bookings** - AIG is able to assist in re-booking current reservations in the event of a flight cancellation, delay or schedule change.

**Rental vehicle booking** - AIG is available 24/7 to assist the customer in booking car rentals domestically and internationally.

**Rental vehicle return** - If a customer is traveling and has to abandon a rental due to an emergency, AIG will arrange for the vehicle's return to a location designated by the rental company.

**Roadside assistance** - AIG is able to assist in dispatching a tow truck or other appropriate roadside event (lock-out, gas, batter, etc) to the customer's location in the event of a roadside emergency.

#### **WORLDWIDE TRAVEL ASSISTANCE**

**ATM locator** - AIG can locate the specific ATM locations worldwide that accept the caller's credit card or other card requirements.

**Currency conversion or purchase** - AIG will provide foreign exchange rates throughout the world and assist with the purchase of foreign currency.

**Embassy or Consulate Referral** - Embassies and consulates are excellent sources for information and assistance to customers while traveling. AIG will provide the customer the address and phone number of the local embassy or consulate.

**Emergency cash transfer assistance** - AIG will help members obtain cash advances in local or US currency for medical emergencies or other travel needs.

**Emergency telephone interpretation assistance** - AIG will provide emergency telephone translation services in all major languages and offers referrals to interpreter services.

**Inoculation information** - AIG will provide the caller with inoculation recommendations that may be needed prior to traveling to their destination.

**Legal referrals/bail bond assistance** - AIG will provide the customer with convenient legal referrals in their general area.

**Long-distance calling cards for worldwide telephoning** - AIG can provide information and assistance on purchasing long-distance calling cards for worldwide telephoning.

Lost baggage search; stolen luggage replacement assistance - AIG will assist with the return of lost luggage by coordinating efforts with the commercial carrier. In the event that an item is lost while traveling, AIG will assist the customer in the search for the lost item. AIG will coordinate getting the luggage to their current destination or home.

**Lost passport/travel documents assistance** - Travel Assist will assist in the replacement of lost or stolen travel documents, passports or visas.

**Travel information including visa/passport requirements** - AIG can provide the customer with information such as passport/visa requirements and assist in expediting the procurement of these documents.

**Up-to-the-minute travel delay reports** - AIG will assist in providing the most up-to-date travel delay reports and information.

**Up-to-the-minute information on local medical advisories, epidemics, required immunizations and available preventive measures** - AIG will provide the most up-to-date information regarding medical advisories, epidemics, immunizations and preventative measures in the desired location.

**Up-to-the-minute travel supplier strike information** - AIG will provide the latest information available regarding travel supplier strikes and how it may affect the traveler.

**Urgent message relay to family, friends or business associates** - AIG will assist with contacting family or friends in the event of an emergency situation while the customer is traveling.

**Worldwide public holiday information** - AIG will provide customer with local worldwide public holiday information for the desired location.

## **CONCIERGE SERVICES**

Cruise charter assistance - Assistance with establishing availability and booking of cruise charters.

**Event Ticketing** - Assistance with obtaining tickets to sporting, theater, concert and other events, based on availability.

**Find, wrap, and deliver one-of-a-kind gifts** - Assistance in finding unique gifts for friends and family, including gift wrapping and delivery.

**Floral Services** - Coordination of flower delivery for birthdays, anniversaries, holidays and other special occasions.

**Golf tee time reservations and referrals** - Assistance with scheduling tee times and making course recommendations, based on availability.

**Ground transportation coordination** - Coordination of car or limo arrangements including transportation to and from the airport, hotel, meetings and more.

Latest sports scores - 24/7 updates on sports scores.

Latest stock quotes - Up-to-the-minute stock quotes

**Latest worldwide weather and ski reports** - 24/7 update on destination weather as well as ski conditions throughout the world.

**Local activity recommendations** - Worldwide local activity referrals and reservations made on behalf of customer, based on availability.

Lottery results - Up-to-the-minute lottery results

**Movie and theater information** - Assistance with obtaining information about movie or theater events playing within a specific area. Travel Assist also obtains the tickets to theater or movie events, based on availability.

Private air charter assistance - Coordination with Private air charters to gain access, availability and booking.

**Restaurant referrals and reservations** - Worldwide dining referrals and reservations made on behalf of the customer, based on availability.

**Special occasion reminders and gift ideas** - Never miss a birthday, anniversary or special day while traveling. All special occasions are kept within Travel Guard Client Services database and a reminder is sent 48 hours prior to the day. Coordination of finding unique gifts for friends and family, including gift wrapping and delivery are included.

**Wireless device assistance** - Assistance with cell phones, personal digital assistants (PDAs) and other wireless devices, such as locating carrier stores, technicians, repair shops, replacement services when device is lost, stolen, or inoperable.

# **PERSONAL SECURITY**

**Confidential Storage of Personal Profile** - provide a secure database of relevant customer data (medical data, credit card information and others) and transmit this information to reQuested contacts.

**Immediate 24 hour support services** - employees and their families can receive support and information 24/7/365 during an incident involving personal security and/or safety; in-language support available. Services available on-line, via phone or e-mail.

**Security and safety advisories** - receive up-to-the-minute information on current situations and threats from security specialists.

**Security Evacuation** - If an Insured Person while traveling outside their Home Country requires a Security Evacuation, AIG will coordinate the transportation of the Insured Person to the Nearest Place of Safety.

**Urgent Message Alerts and Relays** - after providing travel itinerary details or locations of special interest, receive alerts on evolving situations in those areas that would impact travel to them.

The following pre-trip information is available to a "Covered Person" on the AIG Portal Country Reports with information on getting around, general safety and security concerns, as well as reports focused on travel-related crime, terrorism, civil unrest, transportation, cyber concerns and health and security development.

- City Guides containing information on the city's infrastructure, crime, civil unrest and helpful security tips in which extra vigilance may be advised
- Voluntary Security Training containing 8 on-line modules on how to reach your destination, how to travel safely once your reach your desgintation, staying healthy while abroad and avoid becoming a victim of crime.

#### Limitations

Payment for services rendered or the costs incurred by AIGTravel Guard on behalf of a "Covered Person" will be reimbursed by AIG to the extent covered under the "Policy". To the extent these services or any advanced payments are not covered under the "Policy", the "Insured" or the "Covered Person" will be responsible for payment. AIG reserves the right to recover any amounts paid outside of the "Policy" limits from any third party who would otherwise be responsible for payment in the absence of the "Policy" benefits.

All services must be arranged and approved by AIGTravel Guard to be covered under the "Policy".

All travel arrangements will be economy fare for the most direct route available based on the traveler's designation. No deviations are allowed.

Some countries may present political or other obstacles that may render assistance services difficult or impossible to guarantee. AIGTravel Guard is not responsible for informing a "Covered Person" whether a country is "open" for assistance services prior to his or her departure or during his or her stay.

AIGTravel Guard reserves the right to suspend, curtail or limit its services in any areas in the event of rebellion, riot, insurrection, military uprising, war, terrorism, labor disputes, strikes, nuclear accidents, acts of God or refusal of the authorities to allow full access to provide services. Should a "Covered Person" travel in any area in which any of these events have occurred, AIGTravel Guard will endeavor to provide services to the best of its ability.

# **IMPORTANT NOTICE**

In all cases, the medical provider, facility, legal counsel or other professional service provider suggested by AIGTravel Guard are not employees or agents of AIGTravel Guard and the choice of provider is a "Covered Person's" alone. AIGTravel Guard assumes no liability for the services provided to a "Covered Person" under this arrangement, nor is it liable for any negligence or other wrongful acts or omissions of any of the legal or health care professionals providing services to a "Covered Person".

# IMPORTANT INFORMATION ABOUT THE PLANS

The Life Insurance Plans are subject to the Employee Retirement Income Security Act of 1974, as amended (ERISA).

# Statement of ERISA Rights

The Employee Retirement Income Security Act of 1974 (ERISA) affords you with certain legal protection under the plans the Company provides.

As a participant in the Business Travel Accident Insurance Plan component of the Lumen Welfare Benefits Plan No. 513, certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA) provides that all plan participants shall be entitled to:

- Examine, without charge, at the Plan Administrator office and other specified locations, such as work sites, and union halls, all documents governing the plan including insurance contracts, collective bargaining agreements and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written reQwest to the Plan Administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for copies.
- Receive a summary of the Plan's annual financial reports. The plan administrator is required by law to furnish each participant with a copy of this annual summary report.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of employee benefit plans. The people who operate your plans, called "fiduciaries," have a duty to do so prudently and in the sole interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you reQwest materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If your claim for benefits is denied or ignored, in whole or in part, you may file suit in a state or Federal court.

If it should happen that plan fiduciaries misuse the plans' money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any Qwestions about the Plan(s), you should contact the Plan Administrator. If you have any Qwestions about this statement or about your rights under ERISA or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, 20220. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publication's hotline of the Employee Benefits Security Administration.

#### **Plan Amendments**

The Company reserves the right at any time, to terminate, modify or amend, in whole or in part, any or all of the provisions of the plans.

#### Interpretation of the Plan

The Plan Administrator has authority to control and manage the operation and administration of the plans. However, the plan administrator has delegated to the group sponsored BTA insurance carrier its entire discretionary authority to make all final determinations regarding claims for benefits under the benefit plan

"Insured" by this "Policy". This discretionary authority includes, but is not limited to, the determination of eligibility for benefits, based upon enrollment information provided by the policyholder, the amount of any benefits due, and to construe the terms of these policies.

Any decision made by the group sponsored BTA insurance carrier in the exercise of this authority, including review of denials of benefit, is conclusive and binding on all parties. Any court reviewing the group sponsored BTA insurance carrier's determinations shall uphold such determination unless the claimant proves the determinations are arbitrary and capricious.

#### **Plan Name and Type**

The names of the Plans in which this SPD summarizes the benefits is outlined below. These Plans are components of the Lumen Group Welfare Benefits Plan 513, which is an umbrella Section 125 cafeteria plan. Components of this Plan summarized here include the following:

The Lumen Business Travel Accident Plan offers the following benefits and coverage:

#### **Business Travel Accident Insurance Policy**

#### Plan Financing and Administration:

Plan Year: January 1 through December 31 and records are maintained on a

calendar year basis.

**Plan Financing:** The Plan is a welfare benefit plan and is financed on a fully insured basis.

The insurance premiums paid under the Plan may be funded through one

or more of the following: Company general assets.

Administration Type: The BTA Plan is administered by third party claims administrator -

insurance carrier operating under group "Policy".

Plan Sponsor: Lumen, Inc.

c/o Human Resources 214 East 24th Street Vancouver, WA 98663

**Employer Identification Number:** 72-0651161

Plan Number: 513

#### Plan Administrator and Agent for Service of Legal Process:

The Lumen Employee Benefits Committee c/o Lumen, Inc., Human Resources 214 East 24th Street Vancouver, WA 98663

#### **Limitation on Civil Actions**

You cannot bring any legal proceeding or action against the Plan, the Plan Administrator, claims administrators or the Company unless you first complete all the steps in the claims and appeal process described in this SPD.

After completing that process, you can bring any legal proceedings or action against the Plan or us or the Claims Administrator within 12 months or 1 year of the date the Claims Administrator notified you of the final decision on your appeal. No person has the right to file a civil action, proceeding or lawsuit against the Plan or any person acting with respect to the Plan, including, but not limited to, the Company, any Participating

Company, the Lumen Employee Benefits Committee or any other fiduciary, or any third party service provider, after the expiration of three years from the time proof of loss is required.

#### **Clerical Error**

If a clerical error or other mistake occurs, however occurring, that error does not create a right to Benefits. Clerical errors include, but are not limited to, providing misinformation on eligibility or benefit coverages or entitlements or relating to information transmittal and/or communications,

perfunctory or ministerial in nature, involving claims processing, and recordkeeping. Although every effort is and will be made to administer the Plan in a fully accurate manner, any inadvertent error, misstatement or omission will be disregarded and the actual Plan provisions will be controlling. A clerical error will not void coverage to which a Participant is entitled under the terms of the Plan, nor will it continue coverage that should have ended under the terms of the Plan. When an error is found, it will be corrected or adjusted appropriately as soon as practicable. Interest shall not be payable with respect to a Benefit corrected or adjusted. It is your responsibility to confirm the accuracy of statements made by the Plans or our designees, including the Claims Administrator(s), in accordance with the terms of this SPD and other Plan documents.

#### Records and Information and Your Obligation to Furnish Information

At times, the Plan or the Claims Administrator may need information from you. You agree to furnish the Plan and/or the Claims Administrator with all information and proofs that are reasonably required regarding any matters pertaining to the Plan. If you do not provide this information when reQwested, it may delay or result in the denial of your claim.

By accepting Benefits under the Plan, you authorize and direct any person or institution that has provided services to you, to furnish the Plan or the Claims Administrator with all information or copies of records relating to the services provided to you. The Plan or the Claims Administrator has the right to reQwest this information at any reasonable time. This applies to all "Covered Person's", including Enrolled Dependents whether or not they have signed the enrollment form. The Plan agrees that such information and records will be considered confidential. We and the Claims Administrator have the right to release any and all records which are necessary to implement and administer the terms of the Plans, for appropriate medical review or quality assessment, or as we are required by law or regulation.

# **Circumstances That May Affect Your Plan Benefits**

Under certain circumstances all or a portion of your Benefits under the Plans may be denied, reduced, suspended, terminated or otherwise affected. Many of these circumstances have been addressed elsewhere in this SPD. Such circumstances, in general, include but are not limited to:

- You are no longer in an eligible class of participants
- The Plan is amended, changed or terminated
- You attain the maximum benefit available under the Plans, such as may apply to certain BTA Benefits
- You misrepresent or falsify any information required under the Plan; you or your beneficiaries will not be permitted to benefit under the Plan from your own misrepresentation
- You have been overpaid a benefit and the Plan seeks restitution
- Your coverage under the Plan is terminated for one of a variety of reasons, for example, failure to pay a supplemental benefit premium or to pay it on a timely basis
- Your coverage is rescinded as permitted by law.

## **Consequences of Falsification or Misrepresentation**

Coverage for you or your dependent(s) will be terminated if you or your dependent(s) falsify or intentionally omit medical history on the application for coverage, submit fraudulent, altered or duplicate billings for personal gain, allow another party not eligible for coverage to be covered under the Plan or obtain Plan Benefits, or

allow improper use of your or your dependent's coverage. You and your Dependent(s) will not be permitted to benefit under the Plan from your own misrepresentation. If a person is found to have falsified any document in support of a claim for Benefits or coverage under the Plan, the Plan Administrator may, without anyone's consent, terminate coverage, possibly retroactively if permitted by law (called "recission"), and may seek reimbursement for Benefits that should not have been paid out. Additionally, the Claims Administrator may refuse to honor any claim under the Plan. You are also advised that suspected incidents of this nature are turned over to Corporate Security to investigate and to address the possible consequences of such actions. You may be periodically asked to submit proof of eligibility to verify claims. All participants are required to cooperate with reQwests to validate eligibility.

#### **GLOSSARY OF DEFINED TERMS**

To understand your BTA insurance coverage, you should be familiar with the following terms:

**Actively at work** - Means a "Covered Person" is either 1) actively at work performing all regular duties at his or her employer's place of business or someplace the employer requires him or her to be; 2) employed, but on a scheduled holiday, vacation day, or period of approved paid leave of absence.

Beneficiary - The person or persons you name to receive your BTA Insurance benefits if you die.

**Business trip** - Begins when you leave the place where you normally work or live, whichever occurs last. Ends when you return to the place where you normally work or live, whichever occurs first.

**Covered Loss or Covered Losses** - Means an accidental death, dismemberment, or other Injury covered under the "Policy".

**Covered Person** - Means any eligible person, including Dependents if eligible for coverage under the "Policy", for whom the required premium is paid.

**Insured** - Means a person in a Class of Eligible Persons for whom the required premium is paid making insurance in effect for that person.

**Insurer** - Means the insurance company or the carrier insuring the Business Travel Accident Plan.

Plan - Plan pertains to the BTA Plan.

**Policy** - Means the insurance "Policy" by which the Business Travel Accident terms, conditions and provisions adhere to.

Policyholder - Means your Company, employer.

**Principal Sum** - The full coverage amount under the BTA plan, payable for an accidental death and certain other covered losses while traveling on a Company Business Trip.

# **APPENDIX**

Business Travel Accident "BTA" Insurance Company AIG National Union Fire Insurance Company of Pittsburgh 175 Water Street, 18th floor New York, NY 10038

(212) 458-5000

Master BTA Policy: # MTA0009157182

**US Group Policy:** # GTP0009157183