



# Lumen Retiree and Inactive Health Plan Retiree Healthcare Medical Plan 4 (administered by United Healthcare)

## Summary Plan Description (SPD) For Eligible Retired and Inactive Former Employee

(Legacy Qwest Pre-1991 Retirees)

**Effective January 1, 2023**

This SPD must be read in conjunction with the *Retiree General SPD*, which explains many details of your coverage and provides a listing of the of the other benefit options under the Plan.

You can go online or call the Lumen Health and Life Service Center at Businessolver, **833-925-0487** or **317-671-8494** (International callers), to request a paper copy of a Summary Plan Description (SPD).

# Table of Contents

|  |           |
|--|-----------|
| <b>I. ADMINISTRATOR’S CONTACT INFORMATION</b>                      | <b>1</b>  |
| <b>II. INTRODUCTION</b>  | <b>2</b>  |
| Company’s Reserved Rights  | 2         |
| The Required Forum for Legal Disputes                              | 3         |
| Health Plan Coverage is Not Health Care Advice                     | 3         |
| Following Plan Procedures  | 3         |
| You May Not Assign Your Benefits to Your Provider                  | 3         |
| Consequences of Falsification or Misrepresentation                 | 4         |
| How to Use This Document   | 4         |
| <b>III. HIGHLIGHTS OF PLAN BENEFIT OPTIONS</b>                     | <b>5</b>  |
| The Guaranteed Company Medical Plan 4                              | 5         |
| UNITEDHEALTHCARE® GROUP MEDICARE ADVANTAGE (PPO) PLAN              | 8         |
| HEALTH REIMBURSEMENT ACCOUNT (HRA)                                 | 8         |
| <b>IV. DEFINITIONS</b>   | <b>9</b>  |
| <b>V. WHO IS ELIGIBLE</b>  | <b>13</b> |
| DEPENDENT VALIDATION—VERIFYING ELIGIBLE DEPENDENTS                 | 14        |
| Dependent Verification   | 15        |
| <b>VI. EFFECTIVE DATE OF COVERAGE</b>                              | <b>15</b> |
| <b>VII. COST – WHO PAYS FOR COVERAGE</b>                           | <b>16</b> |
| <b>VIII. DEDUCTIBLE AND OUT-OF-POCKET MAXIMUM</b>                  | <b>17</b> |
| YOUR DEDUCTIBLE  | 17        |
| YOUR OUT-OF-POCKET MAXIMUM   | 17        |
| BENEFITS WHEN YOU AND YOUR SPOUSE ARE BOTH COVERED UNDER THIS PLAN | 17        |
| Other Benefit Plan Options   | 17        |
| <b>IX. PLAN BENEFITS (COMPANY PLAN)</b>                            | <b>18</b> |
| FACILITY BENEFITS  | 18        |
| PHYSICAL REHABILITATION  | 18        |
| DENTAL ADMISSIONS  | 18        |
| OUTPATIENT BENEFITS  | 19        |
| PHYSICIAN CHARGES  | 19        |
| MISCELLANEOUS SERVICES BENEFITS                                    | 19        |
| PREVENTIVE CARE  | 20        |
| HEALTH CARE ALTERNATIVES   | 20        |
| SPECIAL PROVISIONS   | 21        |
| <b>X. WELL CONNECTED PROGRAM (COMPANY PLAN)</b>                    | <b>22</b> |
| NOTIFICATION PENALTY   | 22        |
| WHEN YOU ARE REQUIRED TO CALL                                      | 22        |
| NOTIFICATION FOR BENEFITS  | 23        |
| CASE EVALUATION  | 23        |
| CATASTROPHIC CASE MANAGEMENT                                       | 24        |
| ADMINISTRATIVE PROCEDURES  | 24        |
| CLINICAL APPEAL PROCESS  | 24        |
| <b>XI. PRESCRIPTION DRUG PROGRAM (COMPANY PLAN)</b>                | <b>24</b> |
| <b>XII. EXCLUSIONS OF BENEFITS (COMPANY PLAN)</b>                  | <b>26</b> |
| <b>XIII. CLAIMING BENEFITS (COMPANY PLAN)</b>                      | <b>27</b> |
| <b>XIV. BENEFIT CLAIMS AND APPEAL PROCEDURES</b>                   | <b>28</b> |
| NETWORK BENEFITS   | 28        |

|   |           |
|---|-----------|
| NON-NETWORK BENEFITS .....  | 28        |
| PRESCRIPTION DRUG BENEFIT CLAIMS .....  | 28        |
| HOW TO FILE YOUR CLAIM .....  | 29        |
| HEALTH STATEMENTS .....   | 29        |
| EXPLANATION OF BENEFITS (EOB) .....   | 30        |
| CLAIM DENIALS AND APPEALS.....  | 30        |
| FEDERAL EXTERNAL REVIEW PROGRAM .....   | 31        |
| ELIGIBILITY/PARTICIPATION CLAIM.....  | 35        |
| Time Deadline to File a Benefit Claim and the Time Deadline to File a Benefit-Related Lawsuit ..... | 35        |
| The Required Forum for Legal Disputes .....   | 36        |
| <b>XV. FALSE OR FRAUDULENT CLAIMS .....</b>   | <b>36</b> |
| <b>XVI. WHEN YOU ARE ELIGIBLE FOR MEDICARE.....</b>   | <b>36</b> |
| MEDICARE ELIGIBILITY .....  | 36        |
| MEDICARE PART B REIMBURSEMENT .....   | 37        |
| CHRONIC KIDNEY DISEASE.....   | 37        |
| <b>XVII. COORDINATION OF BENEFITS.....</b>  | <b>38</b> |
| COORDINATION OF BENEFITS (COMPANY PLAN) AND OTHER PLANS.....  | 38        |
| COORDINATION WITH MEDICARE (Parts A & B) AND BENEFIT PLAN OPTIONS .....                             | 38        |
| COORDINATION WITH MEDICARE AND PHARMACY BENEFITS .....  | 39        |
| <b>XVIII. CREDIT FOR SAVINGS (COMPANY PLAN) .....</b>   | <b>40</b> |
| <b>XIX. SUBROGATION.....</b>  | <b>40</b> |
| <b>XX. RIGHTS OF RECOVERY.....</b>  | <b>40</b> |
| <b>XXI. TERMINATION OF MEDICAL COVERAGE.....</b>  | <b>41</b> |
| <b>XXII. CONTINUATION OF MEDICAL COVERAGE (UNDER COBRA).....</b>                                    | <b>42</b> |
| <b>XXIII. EXTENSION OF BENEFITS (COMPANY PLAN) .....</b>  | <b>46</b> |
| <b>XXIV. ADDITIONAL ENROLLMENT INFORMATION .....</b>  | <b>46</b> |
| HEALTH PLAN ENROLLMENT LEVEL.....   | 46        |
| CHANGING YOUR ENROLLMENT ELECTIONS .....  | 46        |
| DEFAULT STATUS .....  | 47        |
| WHEN HEALTH COVERAGE BEGINS.....  | 48        |
| QUALIFIED LIFE EVENTS -- CHANGING YOUR HEALTH CARE COVERAGE .....                                   | 49        |
| ADDITIONAL SPECIAL ENROLLMENT RIGHTS .....  | 51        |
| <b>XXV. PLAN ADMINISTRATOR.....</b>   | <b>52</b> |
| <b>XXVI. CLAIMS ADMINISTRATION .....</b>  | <b>52</b> |
| <b>XXVII. PLAN FUNDING AND PAYMENT OF BENEFITS .....</b>  | <b>52</b> |
| <b>XXVIII. PLAN RECORDS .....</b>   | <b>53</b> |
| <b>XXIX. PLAN CONTINUANCE .....</b>   | <b>53</b> |
| <b>XXX. PLAN DOCUMENTS .....</b>  | <b>54</b> |
| <b>XXXI. LEGAL SERVICE .....</b>  | <b>54</b> |
| <b>XXXII. PLAN TYPE.....</b>  | <b>55</b> |
| <b>XXXIII. YOUR RIGHTS AS A PLAN PARTICIPANT .....</b>  | <b>55</b> |
| <b>XXXIV. GENERAL INFORMATION .....</b>   | <b>56</b> |
| MISCELLANEOUS INFORMATION .....   | 56        |
| REFUND OF BENEFIT OVERPAYMENTS .....  | 58        |
| TIME LIMITATION ON CIVIL ACTIONS .....  | 58        |
| <b>XXXV. LEGAL NOTICES.....</b>   | <b>59</b> |
| NOTICE OF HIPAA RIGHTS .....  | 59        |

|   |           |
|---|-----------|
| NOTICE OF CREDITABLE COVERAGE (NOCC) .....  | 65        |
| QUALIFIED MEDICAL CHILD SUPPORT ORDERS (QMCSO) .....  | 65        |
| CIRCUMSTANCES THAT MAY AFFECT YOUR PLAN BENEFITS .....                                      | 66        |
| FALSIFICATION OR MISREPRESENTATION .....  | 66        |
| WOMEN'S HEALTH AND CANCER RIGHTS ACT OF 1998 .....  | 66        |
| STATEMENT OF RIGHTS UNDER THE NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT<br>(NMHPA) ..... | 67        |
| <b>XXXVI. PREDECESSOR HEALTH CARE PLANS .....</b>   | <b>67</b> |
| QWEST RETIREE HEALTH CARE Medical Plan 1 PREDECESSOR PLANS: .....                           | 67        |
| QWEST RETIREE HEALTH CARE MEDICAL Plan 2 PREDECESSOR PLANS: .....                           | 67        |
| QWEST RETIREE HEALTH CARE MEDICAL Plan 3 PREDECESSOR PLAN: .....                            | 68        |
| QWEST RETIREE HEALTH CARE MEDICAL PLAN 4 PREDECESSOR PLAN: .....                            | 68        |

**Special Note:** This Summary Plan Description (SPD) provides information regarding the Lumen Retiree and Inactive Health Plan\*, specifically Legacy Qwest Pre-1991 Retiree Health Medical Plan 4, which is a benefit option of coverage for certain Legacy Qwest Retirees, Long-Term Disability participants and certain Dependents, as described in the “Who is Eligible” section of this SPD. This program is a part of the umbrella Lumen Retiree and Inactive Health Plan\*, which covers Pre-1991 (Pre-91) Retirees of Legacy Qwest which is now a part of Lumen, Inc.\* Unless otherwise specified, the word “Plan” as used in this SPD refers to the program of medical coverage explained in this Summary Plan Description.

The general administrative sections of this SPD also apply to the dental benefit options under the Lumen Retiree and Inactive Health Plan. See your Dental SPD for details regarding dental Benefits and plan design.

## I. ADMINISTRATOR’S CONTACT INFORMATION

The following list provides toll free numbers for your use should you need to contact any of the administrators below for assistance:

- |  |  |
|--|--|
| <b>1. Lumen Health and Life Service Center:</b><br><b>Includes Health Care Advocacy Services</b>   | <b>833-925-0487 or<br/>317-671-8494<br/>(International callers)</b><br><br><b>or 800-729-7526</b>  |
| <b>2. COBRA/Direct Bill:</b><br><br>For questions on “COBRA” or Direct Bill Benefits - call the Lumen Health and Life Service Center   | <b>833-925-0487 or<br/>317-671-8494<br/>(International callers)</b><br><br><b>or 800-729-7526</b><br><br><a href="https://lumen.com/healthbenefits">lumen.com/healthbenefits</a> |
| <b>3. UnitedHealthcare (UHC):</b><br><br>To request a claim form or PPO directory or for any medical plan questions about claims, eligibility and Benefits.<br><br>You are also encouraged to visit <a href="https://myuhc.com">myuhc.com</a> to take advantage of several self-service features including viewing your claim status, finding In-Network Physicians and ordering ID Cards. | <b>800-842-1219</b>  |
| <b>4. OptumRx (UHC Pharmacy Management):</b><br><br>For any questions about your Retail or Home Delivery Prescription Drug Program (long- term maintenance drugs by mail).   | <b>800-842-1219</b>  |
| <b>5. MetLife Dental Claims:</b><br><br>Please refer to the SPD for the Dental options in which you participate for contact information.   | <b>866-832-5756</b>  |

## II. INTRODUCTION

The Retiree Health Care Medical Plan 4 is designed to provide you and your eligible Dependents with broad Hospital-surgical-medical and major medical protection against the cost of medical care. Certain provisions are also included in the Plan to encourage appropriate utilization of health care services such as the Well Connected care coordination program. This Medical Plan 4 benefit option is considered to be your “Guaranteed Coverage Commitment” benefit option under the Lumen Retiree and Inactive Health Plan (the “Plan”).

The Retiree Health Care Medical Plan 4 was established January 1, 1991. The effective date of this revised Summary Plan Description is January 1, 2023. This SPD is typically updated or restated every 5-10 years, as Benefits do not change.

Lumen Inc\* (hereinafter “Lumen” or “Company”) is pleased to provide you with this Summary Plan Description (“SPD”). This SPD and the other plan documents (such as the Plan Document, the Summary of Material Modifications (SMMs) and materials you receive at Annual Enrollment, and other times of the year including the UnitedHealthcare (UHC) Group Medicare Advantage PPO Option SPD) (also referred to as a Certificate of Coverage “COC” and prepared by UHC) (hereafter collectively the “Plan documents”) briefly describe your Benefits as well as rights and responsibilities, under the Lumen Retiree and Inactive Health Plan (the “Health Plan”). This SPD, together with the Annual Enrollment summaries make up the official Summary Plan Description for Legacy Qwest Pre-1991 Retirees under the Employee Retirement Income Security Act of 1974, as amended, and the regulations thereunder (“ERISA”).

The Plan’s Retiree Medical Plans 1 through 4 are self-funded benefit options; however, certain other benefit plan options under the Health Plan are insured, such as the UnitedHealthcare Medicare Advantage PPO.

As a standalone retiree health care plan, the Plan is exempt from the requirements of the Patient Protection and Affordable Care Act (“PPACA”). While Lumen has decided to voluntarily comply with certain provisions of PPACA, this voluntary compliance is separate from and not a part of the health care coverage commitment to Legacy Qwest Pre-1991 Retirees. This voluntary compliance with certain provisions of PPACA also does not waive the Plan’s exempt status. The Company may choose in its sole discretion to no longer apply these provisions at any time.

### COMPANY’S RESERVED RIGHTS

This document summarizes the provisions of Retiree Medical Plan 4 of the Lumen Retiree and Inactive Health Plan that is made available by Lumen for Legacy Qwest Pre-91 Retirees and certain LTD participants. If there is any conflict between the terms of the Plan Document and this document, the terms of the Plan Document will govern.

*The Plan Administrator, the Lumen Employee Benefits Committee, and its delegate(s), has the right and discretion to determine all matters of fact or interpretation relative to the administration of the Plan and all benefit options—including questions of eligibility, interpretations of the Plan provision 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, shall be conclusive and binding on all persons.*

The Plan Administrator may adopt, at any time, rules and procedures that it determines to be necessary or desirable with respect to the operation of the Lumen-sponsored plans, including the Lumen Retiree and Inactive Health Plan. The Company reserves the right to amend or terminate all of the Plans and the Benefits it sponsors and provides - with respect to all classes of Participants, retired or otherwise - and their beneficiaries, without prior notice to or consultation with any Participants and beneficiaries - subject to, applicable law, collective bargaining if applicable, the terms of the respective Plan documents, and with respect to the Health Plan, subject to the terms of the written agreement specific to Legacy Qwest Pre-1991 Retirees and Legacy Qwest ERO’92 Retirees.

\* The Lumen brand was launched on September 14, 2020. As a result, CenturyLink, Inc. is referred to as Lumen Technologies, or simply Lumen. The legal name CenturyLink, Inc. is expected to be formally changed to Lumen Technologies, Inc. upon the completion of all applicable requirements.

**Note:** While the Plan has processes in place to prevent errors and mistakes, if a clerical error or mistake happens (however occurring) such error or mistake does not create a right to a Benefit or level of contribution rate under the Plan. You have an obligation to correct any errors or omissions that come to your attention by calling the Service Center to correct the error or omission. *There are deadlines to file claims and benefit related actions; please refer to the section titled Time Deadline to File a Claim and the Time Deadline to File a Benefit-Related Lawsuit in this SPD for more information about the timing of these deadlines.*

## The Required Forum for Legal Disputes

After the claims and appeals procedures are exhausted as explained above, and a final decision has been made by the Plan Administrator, if an Participant wishes to pursue other legal proceedings, the action must be brought in the United States District Court in Denver, Colorado.

## HEALTH PLAN COVERAGE IS NOT HEALTH CARE ADVICE

Please keep in mind that the sole purpose of the Lumen Retiree and Inactive Health Plan (including its health, prescription and dental benefit options) is to provide for the payment of certain health care expenses and not to guide or direct the course of treatment of any eligible Retiree, Long-Term Disability participant or Dependent. Just because your health care provider recommends a course of treatment does not mean it is payable under the Health Plan. A determination by the Plan Administrator or Claims Administrator that a particular course of treatment is not eligible for payment or is not covered under the Health Plan does not mean that the recommended course of treatments, services or procedures should not be provided to the individual or that they should not be provided in the setting or facility proposed. **Only you and your healthcare provider can decide what is the right health care decision for you.** *Decisions by the Plan Administrator or Claims Administrator are solely decisions with respect to Health Plan coverage and do not constitute health care recommendations or advice.*

## FOLLOWING PLAN PROCEDURES

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 health information private and protected. For example, contacting someone 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 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 health information will remain private and protected.

## YOU MAY NOT ASSIGN YOUR BENEFITS TO YOUR PROVIDER

Participants and Eligible Dependents may not voluntarily or involuntarily assign to a physician, hospital, pharmacy or other health care provider (your "Providers") any right you have (or may have) to:

1. receive any benefit under this Plan,
2. receive any reimbursement for amounts paid for services rendered by Providers, or
3. request any payment for services rendered by Providers.

The Plan prohibits Participants and Eligible Dependents from voluntarily or involuntarily assigning to Providers any right you have (or may have) to submit a claim for benefits to the Plan, or to file a lawsuit against the Plan, the Company, the Plan Administrator, the Claims Administrator, the appeals administrator or any other Plan fiduciary, administrator, or sponsor with respect to Plan benefits or any rights relating to or arising from participation in the Plan. If Participants and Eligible Dependents attempt to assign any rights in violation



of the Plan terms, such attempt will be not be effective. It will be void or otherwise treated as invalid and unenforceable.

This Plan provision will not interfere with the Plan's right to make direct payments to a Provider. However, any direct payment to a Provider is provided as a courtesy to the Provider and does not effectuate an assignment of Participants' and Eligible Dependents' rights to the Provider or waive the Plan's rights to enforce the Plan's anti-assignment terms. Any such direct payment to a Provider shall be treated as though paid directly to Participants and Eligible Dependents and shall satisfy the Plan's obligations under the Plan.

## CONSEQUENCES OF FALSIFICATION OR MISREPRESENTATION

You will be given advance written notice that coverage for you or your Dependent(s) will be terminated if you or your Dependent(s) are determined to falsify or intentionally omit information, submit false, 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.

Continued coverage of an ineligible person is considered to be a misrepresentation of eligibility and falsification of, or omission to, update information to the Plan. This misrepresentation/omission is also a violation of the Plan document, Section 8.3 which allows the Plan Administrator to determine how to remedy this situation. For example, if you divorce, your former spouse is no longer eligible for Plan coverage and this must be timely reported to the Service Center within 45 days, regardless if you have an obligation to provide health insurance coverage to your ex-spouse through a Court Order.

- 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 "rescission"), depending on the circumstances, 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 or to refund premiums.
- While a court may order that health coverage must be maintained for an ex-spouse/domestic partner, that is not the responsibility of the Company or the Plan.
- You are also advised that by participating in the Plan you agree that suspected incidents of this nature may be turned over to the Plan Administrator and or Corporate Security to investigate and to address the possible consequences of such actions under the Plan. All Covered Persons are periodically asked to submit proof of eligibility and to verify claims.

**Note:** All Participants by their participation in the Plan authorize validation investigations of their eligibility for Benefits and are required to cooperate with requests to validate eligibility by the Plan and its delegates.

## HOW TO USE THIS DOCUMENT

Capitalized terms are defined in the "Definitions" section of this document and in the Plan Document. All uses of "we," "us," and "our" in this document, are references to the Claims Administrator or, the Plan Administrator which is the Lumen Employee Benefits Committee or Lumen. References to "you" and "your" are references to people who are eligible and covered under the Plan. **Note:** Most general sections of this SPD also refer to the Dental benefit options. See your applicable Dental benefit option SPD for more details and definitions for those Benefits.

This SPD 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 official Plan Document. You and your beneficiaries may examine the official Plan Document and other documents 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 "Your Rights As A Plan Participant" section.



You are encouraged to keep this SPD and any attachments and updates (SMM, Annual Enrollment materials, etc.) for future reference. Many of the sections of this SPD are related to other sections. You may not have all of the information you need by reading just one section.

Please note that your health care provider likely does not have a copy of the SPD and is not responsible for knowing or communicating your Benefits.

All benefit plan options allow the designation of a primary care provider. You have the right to designate any primary care provider who participates in the Claims Administrator (UHC) network and who is available to accept you or your family members.

### III. HIGHLIGHTS OF PLAN BENEFIT OPTIONS

In addition to the medical benefit option you have available as your Guaranteed Coverage Commitment (Company Plan 4 benefit option described in this SPD), you have additional options available to you when you are Medicare eligible.

Effective January 1, 2015, two new benefit options (which are not part of the Guaranteed Coverage Commitment) are being made available to **Medicare eligible** Retirees and their **Medicare eligible** Dependents. The two added options are:

1. the UnitedHealthcare Group Medicare Advantage PPO (UHC Medicare Advantage), and
2. the Health Reimbursement Account (HRA).

Information on these additional benefit options is noted as such throughout this SPD and for the Medicare Advantage benefit option, in the carrier's specific SPD. However, the Company Pre-91 Plan benefit option is described in greater detail in this SPD.

#### THE GUARANTEED COMPANY MEDICAL PLAN 4

This benefit option is also called the "Company Medical Plan" or the "Medical Expense plan". It is available to you and your eligible Medicare and non-Medicare eligible Dependents. **Note:** Medicare eligible participants must have their Medicare Parts A and B for this benefit option.

This benefit option pays a substantial share of the costs of the Hospital, surgical and medical care you and your family receive each year - as much as **100%** of Reasonable and Customary Charges in many cases. Just how much is paid depends upon the type of care received.

The following table highlights how much the Plan pays for various medical services. These benefits are described in more detail later in this SPD.

#### 90% - AFTER YOUR DEDUCTIBLE

- **Inpatient Hospital Care\***
  - Semi-private room and board (including intensive care and cardiac care units)
  - Other Hospital services
- **Outpatient Hospital Care**
  - Emergency room treatment
  - X-ray and lab
  - Chemotherapy
  - Hemodialysis

- **Charges for Doctor's Services**
  - Office visits for mental health care
  - Maternity
  - Surgery\*
  - Anesthesia
  - In-Hospital doctors' visits
  - In-Hospital consultations (i.e., your doctor with a specialist)
  - Other Services, Including Such Things As:
    - X-ray and lab
    - Radiation therapy
    - Chemotherapy
    - Electroshock therapy
    - Hemodialysis
    - Local ambulance service
    - Rental or purchase of medical equipment
    - Private duty nursing
    - Physical therapy
- **Prescription Drugs**
  - Brand name prescription drugs purchased at a pharmacy

When you have met your annual Out-of-Pocket Maximum, the Plan will pay **100%** of your Covered Expenses for the remainder of the calendar year.

### **90% - NO DEDUCTIBLE APPLIED**

- **Preventive Care**
  - Certain immunizations
  - Certain routine exams (blood pressure check-up, mammogram, cholesterol level, proctoscope, and pap smear)

Your annual Out-of-Pocket Maximum does not apply to the **10%** portion of these changes which you pay.

### **100% - NO DEDUCTIBLE APPLIED**

- **Health Care Alternatives**
  - Second opinions on Elective Surgery\*
  - Facility charges for outpatient surgery
  - Pre-admission testing
  - Facility charges for birthing centers
  - Home Health Care\*
  - Skilled Nursing Facility\*
  - Outpatient substance use disorder care (See **IX. PLAN BENEFITS (COMPANY PLAN)** later in this SPD for limitations and other information)
  - Hospice Care\*

### **100 % - AFTER YOUR DEDUCTIBLE**

- Prescription Drugs
- Generic equivalent prescription drugs purchased at a pharmacy.

\*UNITEDHEALTHCARE WELL CONNECTED APPROVAL IS REQUIRED TO AVOID A PENALTY

**Note: Charges over Reasonable and Customary apply if services are received from non-Network providers.**

## Retiree Health Care Medical Plan 4

It is important to know that the way you choose your medical providers can affect whether you save money. If you are a Retiree participating in the Lumen Retiree Health Care Medical Plan 4, and you or your Dependents are **not** yet eligible for Medicare, then you and your Dependents are eligible to utilize PPO providers, if available in your area until you each reach age 65 or Medicare becomes primary. You may be able to receive additional savings by using doctors and Hospitals contracted for the UnitedHealthcare Preferred Provider Organization (PPO) under the Company Medical benefit option for **non-Medicare** eligible participants.

**Non-Medicare participants** in the Company Medical Plan may be able to receive additional savings by using doctors and Hospitals contracted for the UnitedHealthcare Preferred Provider Organization (PPO).

## How the Lumen medical Plan PPO Works

To find out if a PPO network exists in your area, you can search the directory of PPO Providers through [myuhc.com](https://myuhc.com), or by calling UnitedHealthcare at **800-842-1219**. At your request, UnitedHealthcare will send you a directory of the doctors and Hospitals in your PPO area. The PPO directory lists all the providers that UnitedHealthcare has selected for its PPO network in that location. These providers have agreed to accept a negotiated fee for covered services. The UnitedHealthcare payment will be based on this negotiated fee rather than on Reasonable and Customary rates. If there is a difference between the amounts the PPO provider would usually bill a patient and the amount of the negotiated fee, the PPO will not bill you for the difference.

**For example:** You see one of the PPO doctors for an office visit, and that doctor's normal office visit charge is \$40.00. If the negotiated fee is \$30.00, you are not responsible for the \$10.00 difference. If the office visit had been covered at **90%** after your Deductible was satisfied, your benefit would be **90%** of the negotiated fee of \$30.00. You would be responsible for the remaining **10%** of the \$30.00, or \$3.00, but not for the \$10.00 difference in the earlier case. As a result, your Out-Of-Pocket expense should be less if you use the PPO providers.

**Note:** If your doctor makes a referral or calls in another provider that provider may or may not be part of the PPO and PPO Benefits may or may not apply as a result.

You can use the PPO providers in any location where UnitedHealthcare has the PPO network established. If you would like a PPO directory for another location, please search the online directory at [myuhc.com](https://myuhc.com) or call UnitedHealthcare at the number given above, and a Customer Care Representative will send you the directory.

You may elect to use the PPO providers or not to use them each time you need medical care. There are no special steps required to use the PPO. You need only to show your UnitedHealthcare ID card when you receive your care from a UnitedHealthcare PPO provider. The card lets providers know that you have access to the PPO Benefits.

**If you are Medicare eligible** and enrolled in this Company Medical Plan benefit option, you can use any provider that accepts Medicare. See **XVI. WHEN YOU ARE ELIGIBLE FOR MEDICARE** and **XVII. COORDINATION OF BENEFITS** sections in the SPD.

# UNITEDHEALTHCARE® GROUP MEDICARE ADVANTAGE (PPO) PLAN

The level and type of Benefits provided under the UHC Group Medicare Advantage PPO Plan will be as described in the UHC SPD/Evidence of Coverage. To request a copy of the SPD/Evidence of Coverage contact UnitedHealthcare at 877-886-7313.

## HEALTH REIMBURSEMENT ACCOUNT (HRA)

The Health Reimbursement Account (HRA) benefit option is only available to **Medicare eligible** participants with Medicare Parts A and B. This benefit option is being offered to you **in lieu** of any medical/prescription drug benefit coverage from the Company, which means you are waiving those benefit coverages under the Lumen Retiree Health Care Medical Plan 4. Instead, you are electing to use the Company subsidy dollars that will be placed in a Health Reimbursement Account (HRA) which you can access to **reimburse** yourself for medical **premiums** you have paid to a carrier of your choice for an *individual* Medicare policy (such as Medicare Supplemental/gap, Part D or Medicare Advantage). The Company subsidy dollars help to cover the cost you will incur, if any, when you purchase *individual* Medicare medical and prescription drug policies. See the “Enrolling in Medicare policies” below.

**Funding.** The HRA is funded on January 1 of each year with the full amount of the Company subsidy. This allows you to access the dollars as you pay your **premium**. For instance, if you paid your policy premium in full for the year in January or on a quarterly basis, you could access the full amount you paid up to the maximum amount of the subsidy dollars available. *You must pay the carrier directly and then get reimbursement—the HRA cannot pay the carrier directly for you.* HRA dollars are provided on a non-taxable basis. The HRA is not intended to reimburse you for any out-of-pocket expenses or the Medicare Part B premium that you receive separately from Lumen – this Part B reimbursement will continue as is.

The HRA account is set up as one account per family. If you are married to another Lumen employee/retiree, contact the Lumen Health and Life Service Center for information on how your account will be managed and other Company Couple rules regarding the hierarchy of who will be primary on the account.

**Note:** The HRA does not reimburse you for out-of-pocket expenses such as Copays or Deductibles. The policy you obtain is an insurance arrangement between you and the carrier you selected therefore; you pay your medical policy premiums directly to the carrier. You do not pay Lumen for any medical premiums.

**Forfeiture/No roll over.** Any subsidy dollars that are not used by the end of the year will be forfeited. You have until March 31 of the following year to submit for reimbursement of premiums paid for the previous year. No balances will roll over for use in the next year.

**Enrolling in Medicare policies.** When enrolling in the *individual* Medicare policies, you can go directly to the carrier, use a local broker of your choice or use the enrollment vendor that has arranged to help its Retirees: **Via Benefits at 888-825-4252**. They can help you determine what *individual* policy may be best for you and complete the enrollment over the phone without any necessary paperwork.

**Note:** Because these are *individual* policies, you and your Medicare eligible dependents must **each** go through the enrollment process and make a positive enrollment election with the carrier. This also means, you can each enroll with different carriers and policies.

The HRA is available regardless of which individual policies you select.

**Reimbursement.** Your HRA is administered by MyChoice Accounts (MCA). MCA can be contacted through the Lumen Health and Life Service Center at **1-833-925-0487** or **317-671-8494** (International callers) or **800-729-7526**. If you elect the HRA, you will receive information directly from MCA notifying you that your account has

been established and how to access your dollars. The HRA administrator can assist you with processes that allow you to set up your account to reimburse you automatically (on a recurring basis) once you provide proof of your Medicare policy enrollment and premium amount to MCA.

To use the Health Reimbursement Account:

1. You must elect it during Annual Enrollment.
2. You must be enrolled in an *individual* Medicare policy not offered the Company. Enrollment for these policies is set by Medicare not Lumen. You must follow the Medicare rules governing these policies.
3. Your HRA will automatically be set up for you by Lumen and MCA once you are enrolled.
4. You pay your premium directly to the carrier of your choice and then submit for reimbursement from your HRA.

The level and type of Benefits provided under the *individual* Medicare policy you purchase will be as described in that plan's SPD/Certificate of Coverage, and will differ from that which is provided under the Company Medical Plan option described throughout this Summary Plan Description.

## IV. DEFINITIONS

To help you understand how your Plan works, it's important that you know what the following terms mean as used in this SPD. Other items may also be defined within certain sections of this SPD.

**Ambulatory Surgical Facility** - is an institution in which you can have surgery performed without an overnight stay. Many different types of surgical procedures can be performed in these facilities at less cost - and inconvenience - than if you were an inpatient in a Hospital. The facility need not be part of a Hospital, but it must be permanently equipped and operated primarily to provide outpatient surgical services. A doctor's or dentist's office is not considered such a facility.

**Birthing Center** - is a facility primarily equipped and operated to provide birthing services before, during, and after labor and which allows patients to go home within 12-24 hours following childbirth. The facility is licensed by the state in which it is located.

**Lumen Retiree and Inactive Health Plan** - Health care coverage under Plan No. 511 as amended effective January 1, 2015 and sponsored by Lumen, Inc for eligible Employees of Lumen and certain Lumen subsidiaries who retired having satisfied age and service criteria.

**Coinsurance** - is the percentage of Eligible Expenses you must pay for certain Covered Services after you have paid any applicable Deductibles and Copays and until you reach your Out-of-Pocket Maximum.

**Copay** - is the charge you are required to pay for certain Covered Health Services. A Copay may be either a set dollar amount or a percentage of Eligible Expenses. You are responsible for the payment of any Copay for Network Benefits directly to the Provider at the time of service or when billed by the Provider.

**Covered Expenses** - A Reasonable and Customary medical expense incurred by the Participant under the direction of a Physician while covered under this Plan. The expense must be for the treatment of an injury or illness and must not be specifically excluded or otherwise limited under this Plan. A Covered Expense must be for a health service or supply that meets each of the following criteria:

- It is supported by national medical standards of practice.
- It is consistent with conclusions of prevailing medical research that demonstrates that the health service or supply has a beneficial effect on health outcomes and are based on trials that meet the following designs:
- Well-conducted randomized controlled trials. (Two or more treatments are compared to each other, and the patient is not allowed to choose which treatment is received.)
- Well-conducted cohort studies (Patients who receive study treatment are compared to a group of patients who receive standard therapy. The comparison group must be nearly identical to the study treatment group.)

- It is the most cost-effective method and yields a similar outcome to other available alternatives.
- It is a health service or supply that is described under “Plan Benefits,” and which is not excluded under “Exclusions of Benefits.”
- It is not Experimental or Investigational.

**Covered Facility** - Any of the following:

- Ambulatory Care Center
- Ambulatory Surgical Facility
- Birthing Center
- Free-standing hemodialysis center (for hemodialysis treatment)
- Hospice
- Hospital
- Nursing home (for Hospice Care only)
- Physical/Cardiac Rehabilitation Center
- Physician’s Office (for emergency care only)
- Skilled Nursing Facility.

**Note:** For purposes of Mental Health/Substance Use Disorder coverage, **Covered Facility** means only those facilities described in the “Plan Benefits” section.

**Deductible** - Shall mean an amount of Covered Expenses incurred during a calendar year which is not reimbursed under this Plan but which must be satisfied each year before Benefits become payable.

**Dependent** - means a family member who qualifies for coverage under the Plan. See **V. WHO IS ELIGIBLE** in this SPD.

**Class I Dependents** - your legal Spouse and your biological children, step- children, adopted children, foster children until the end of the calendar month in which they reach age 26 unless such child becomes ineligible earlier due to eligibility for other group health plan coverage, including but not limited to, his/her employer’s group health plan coverage. Or any never married child, regardless of age, who is medically certified as Disabled prior to the limiting age by the Plan Administrator and determined to be indefinitely incapable of self-support and fully dependent on you for support (with the understanding that this status is reviewed every 2 years). Once the Disabled child is ever determined to no longer be Disabled or is removed from the plan, the child is no longer eligible to be re- enrolled at any later date (unless you are rehired at a later date and enroll as a new hire).

The term “child” also includes your children (excluding stepchildren or grandchildren) for whom there is a Qualified Medical Child Support Order (QMSCO) requiring coverage under the Plan. The term “child” does not include those minors for whom you are awarded temporary custody, or who are wards of the State.

**Class II Dependents** - your children who are not Class I Dependents, your unmarried grandchildren, your brothers and sisters, parents and grandparents, and your spouse’s parents and grandparents, if they are dependent upon you for the majority of support and have lived with you or in a household provided by you in the vicinity for at least six months within the last 12 consecutive months preceding the commencement of coverage and continue to reside with the participant or in such household of the participant. In addition, to qualify for coverage, the total income of a Class II Dependent - not counting any support you provide - must be less than the annual rate specified by the Plan Administrator from all sources, including Social Security. Proof of Class II dependency is required.

**Sponsored Child** - your child who does not qualify as either a Class I or Class II Dependent, but only until the end of the calendar year in which such child reaches age 26. You can enroll such a child for coverage



whether the child resides with you or not and regardless of how much income he or she is receiving; however, you must pay the full cost of the coverage (single premium rate) to the Company.

**Domestic Partner and Children of a Domestic Partner** - an adult same-sex Domestic Partner who is mutually responsible with you for basic living expenses, provided that neither of you may be married to anyone else. Unless otherwise subsequently changed by federal tax law or the Code, for purposes of the federal and state income tax treatment for this Plan coverage, a Domestic Partner is not a “dependent”. Any child of a Domestic Partner may become a participant in the Plan, provided he/she satisfies the eligibility requirements the same as a Class I Dependent as described above (**Note:** this does not confer the rights of a Class I Dependent upon an eligible Domestic Partner child).

See **DEPENDENT VALIDATION—VERIFYING ELIGIBLE DEPENDENTS** in this SPD for more information.

**Elective Surgery** - means a surgical procedure which is scheduled at the patient’s convenience without endangering the patient’s life or without causing serious impairment to the patient’s normal body functions.

**Home Health Care** - includes paid professionals and paraprofessionals working through a licensed Home Health Care Agency that has a Quality Assurance/Utilization Review program in place. Before someone receives home care, a specific plan of care is designed for that individual by their Physician. The Plan covers expenses which are prescribed by a licensed Physician and that would have been payable as a Covered Expense if confinement in a Hospital would have been necessary in the absence of Home Health Care.

**Hospice Care** - is a coordinated program of supportive care to meet the physical, psychological, and social needs of dying persons and their families in the home or in a Hospice facility. A Hospice facility provides for a short period of stay for the terminally ill in a home-like setting for either direct care or respite care (relieving the primary caregiver of their responsibilities at intermittent intervals). Although this facility may be either free-standing or affiliated with a Hospital, it must be licensed, operate as an integral part of a Hospice Care Program, and meet the standards of the National Hospice Association.

**Hospital** - means a legally constituted institution, which provides facilities primarily for the inpatient surgical and medical diagnosis and treatment of sick or injured people by or under the supervision of a staff of Physicians, and which furnishes 24 hour-a-day care by registered graduate nurses. Convalescent homes, nursing homes and other facilities which are primarily places for rest, for the aged, or for drug addicts or alcoholics do not qualify as “Hospitals” under the Plan. However, Hospitals classified and accredited as “Mental Health Hospitals” by the Joint Commission on Accreditation of Hospital Organizations are considered to be Hospitals under the Plan. Hospitals outside the continental United States, including those in foreign countries, are covered on the same basis as those within the continental United States.

**Medically Necessary** - means those services and supplies which are reasonable and necessary for the diagnosis and treatment of an illness or injury and which are given at the appropriate level of care. The fact that a procedure or level of care is prescribed by a Physician does not mean that it is Medically Necessary or that it is covered under the Plan even though it is not specifically listed as an exclusion. The final determination as to whether a service is Medically Necessary will be made by the Claims Administrator.

**Medicare** - is a program administered by the Social Security Administration which provides coverage for the cost of medical care. The program has three parts:

**Part A** - which provides Benefits for Hospital care;

**Part B** - which provides Benefits toward Physicians’ fees and certain other covered medical expenses; and

**Part D** – which covers prescription drugs.

You and your Dependents each become eligible for parts A, B and D of Medicare when each participant reaches age 65 - or before reaching age 65 if disabled and 24 months of disability payments have been



received from Social Security. Medicare is also available at any age if the individual has chronic kidney disease and requires dialysis or kidney transplant.

For Parts B and D, the government charges a monthly premium. You should enroll in Parts A and B as soon as you are eligible because this Plan **coordinates** Benefits with Medicare. Medicare will become the Primary payer once you are Medicare eligible. The Health Plan will pay on a **secondary** basis. **Note:** As long as the Health Plan has creditable prescription drug coverage, you do not need to take a separate Part D policy when you are enrolled under a Lumen Retiree and Inactive Health Care Plan benefit option.

**Midwife** - means a person who is licensed in accordance with the laws of the state in which the care and delivery occurs and is acting within the scope of his or her license while providing services.

**Out-of-Pocket Maximum** - means the total dollar amount of Covered Expenses that a Participant must pay before the Plan will reimburse **100%** of the Covered Expenses for the balance of that calendar year.

**Physical Rehabilitation** - means the use of medical, social, educational, and vocational services to enable patients disabled by illness or injury to achieve a reasonable level of functional ability.

**Physician or Surgeon** - means a licensed medical doctor (M.D.) who performs a service which is covered under the Plan. Physician also includes any other practitioner who:

- Is acting within the lawful scope of his or her license; and
- Performs a service which would be covered under the Plan if the service had been performed by an M.D.

**Note:** The definition excludes “practitioners of the healing arts.”

**Pre-'91 Retiree** - is a former Legacy Qwest Employee who retired on a service or disability pension under either the U S WEST Management Pension Plan or the Qwest Pension Plan prior to January 1, 1991. Effective January 1, 1991, guaranteed non-HMO medical and dental expense coverage for these Retirees has been made available to these eligible Retirees under a Retiree Health Care Medical Plan only through option (Nos. 1, 2, 3 or 4) and a Retiree Health Care Dental Plan only through option (Nos. 1, 2, 3, 4, or 5). Currently Benefits for Pre-91 Retirees are provided under these same Medical Plan benefit options under the Lumen Retiree and Inactive Health Plan. Other options that may be made available are **not** considered to be **guaranteed** benefits.

**Predecessor Plans** - is the Northwestern Bell Telephone Company Health Incentive Plan.

**Preferred Provider Organization (PPO)** - a group of Hospitals and Physicians that have entered into an agreement with the Claims Administrator and have agreed to accept specified reimbursement rates for Covered Expenses to provide comprehensive medical service.

**Reasonable and Customary (R & C) - is the charge, as determined by the Claims Administrator, means the lowest of:**

- The fee which the particular Physician or other provider of services or supplies most frequently charges for the same or similar services or supplies;
- The fee which most other Physicians or providers of such services or supplies in the same or similar geographic areas usually charge for the same or similar service or supply; or
- The actual charge for the service or supply.

In all instances, the Claims Administrator shall make the final determination in its discretion as to the amount of any charge or expense that will qualify as Reasonable and Customary. In making this determination, the Claims Administrator may, in its discretion, consider the time, skill and experience of the provider, as well as any special circumstances or medical complications requiring additional time, skill and experience in connection with a particular service or procedure.

**Note:** The Claims Administrator shall determine and maintain Reasonable and Customary charge information in all cases.

**Skilled Nursing Facility** - means an institution or part of an institution licensed by the state where it is located which for compensation primarily provides inpatient skilled nursing and treatment for patients convalescing from illness or injury and which provides 24 hours-a-day nursing services under the full-time supervision of a Physician or registered nurse.

**Spouse** - means the individual to whom an Eligible Retiree is lawfully married in accordance with the laws of the jurisdiction in which the marriage was celebrated, whether the marriage is by civil or religious ceremony or at common law.

Notwithstanding the foregoing, tax treatment of the Benefits available to a Spouse will be determined in accordance with the Code and Federal law except where State law requires otherwise for State income tax purposes.

**Sudden and Serious Illness** - means a condition that occurs suddenly and unexpectedly and requires immediate and urgent medical attention, such as:

- acute appendicitis
- diabetic coma
- acute asthmatic attack
- kidney stones
- choking
- convulsions
- food poisoning
- stroke
- frostbite
- severe chest pains
- hemorrhage

or any other condition of similar severity that, in the judgment of a reasonable person, requires immediate care and treatment, generally received within 24 hours of onset, to avoid jeopardy to life or health.

**UnitedHealthcare Well Connected** - is a unit of UnitedHealthcare with medically educated professionals who provide coordination of health care services, an assist with the planning of health care choices for individuals and their covered Dependents based on health benefit plan.

## V. WHO IS ELIGIBLE

As a retired Legacy Qwest Employee or Long-Term Disability (LTD) Recipient covered under the Predecessor Plan prior to January 1, 1991, you and the following Dependents are eligible for coverage under this Plan. (See the **XXIV. ADDITIONAL ENROLLMENT INFORMATION** and **XXXIV. GENERAL INFORMATION** sections for more enrollment information.) Eligible individuals include the following per Plan provisions and limitations:

- All retired Legacy Qwest Employees on a service or disability pension covered by a Predecessor Plan prior to January 1, 1991 and known as Legacy Qwest Pre-91 Retirees
- Class I Dependents of eligible Legacy Qwest Pre-91 Retirees and LTD Recipients
- Class II Dependents of eligible Legacy Qwest Pre-91 Retirees
- Legacy Qwest LTD Recipients who were eligible for a Company Long-Term Disability Plan prior to January 1, 1991
- Surviving Spouses of eligible Legacy Qwest Pre-91 Retirees
- Sponsored Children of eligible Legacy Qwest Pre-91 Retirees
- Participants of this Plan who become eligible for continued coverage under COBRA (see **XXII. CONTINUATION OF MEDICAL COVERAGE (UNDER COBRA)**) on or after January 1, 1991

**LTD Recipients.** If you are eligible to receive Benefits under the Long-Term Disability (LTD) provisions of the Lumen Disability Plan and you are not retired, you shall be eligible for the Benefit provisions of this Plan if your

LTD commenced prior to January 1, 1991. Your medical Benefits are payable on the same basis as a Legacy Qwest Pre-91 Retiree provided you remain eligible as “Disabled” under the terms of the Lumen Disability Plan. However, you may not cover Class II Dependents or Sponsored Children who were not covered effective January 1, 1991.

**Rehired as Active.** What Happens to Your Benefits if You Return to Work Directly for the Company as an Active Employee or Work for a Supplier on Assignment to the Company After You Retire or Leave Employment:

**If you are eligible for retiree health care or life insurance from the Company,** refer to the applicable section below to see how your retiree benefits may be impacted.

**If you are rehired in a status that is eligible for active benefits,** you will be offered the same benefits as other similarly situated Lumen employees based on your employee classification. If you had retiree supplemental life insurance coverage, you will be eligible to elect active supplemental life insurance coverage. If there is a loss of supplemental life coverage between what you previously had prior to your rehire date and the amount as an active employee, you may convert the difference with Metropolitan Life Insurance Company. If you continued your supplemental life coverage through Metropolitan Life Insurance Company, you will be required to surrender this policy when you return to retiree status in order to resume your retiree supplemental life insurance coverage, if applicable.

**If you return to work for a supplier on assignment to the Company,** you are not eligible to continue your Lumen retiree health care benefits, so this means that while you are working for the supplier, your retiree health care benefits will be suspended; however, you will be offered the opportunity to continue your retiree medical and/or dental options under COBRA. Your retiree basic and supplemental life coverage, if applicable, will continue under the terms of the Lumen Life Insurance Plan (“the Plan”). In addition, please be advised that as a worker for a supplier or Company contractor, you are not eligible for the Company active employee health care benefits. Retiree health care benefits are reinstated once your work with the supplier/contractor for the Company has ended. You will need to call the Lumen Health and Life Service Center to get your benefits reinstated.

**Once your employment or assignment ends,** you may resume your retiree health care, basic and supplemental life insurance coverage, if applicable, in accordance with terms of the Plan by calling the Lumen Health and Life Service Center at 866-935-2011 or 800-729-7526. If you returned to work for a supplier on assignment to the Company, will the Company validate that your assignment has ended before you will be allowed to resume your retiree health care coverage.

**Note:** If you are Medicare eligible and have enrolled in an individual Medicare policy, you may need to complete a disenrollment process to be released by that carrier from the individual plan (which can take up to 60 days).

**Dual Coverage.** If you and your Spouse or Domestic Partner are both covered as Pre- 91 Retirees **under the Company Plan benefit option (Plan 4)**, each of you is covered as an individual or one of you may waive coverage and be covered as an eligible Dependent under the other. No person is eligible for coverage under this Plan 4 as both a Retiree (or LTD Recipient) and as a Dependent at the same time. Dual coverage is not allowed for either the UHC Medicare Advantage or the HRA benefit options (see **XXIV. ADDITIONAL ENROLLMENT INFORMATION**). Either Retiree, but not both, can enroll his or her eligible Dependents for coverage.

**If you are in a different Company medical benefit option.** In the event a Pre-1991 Retiree is a Dependent of another Lumen employee/retiree who is enrolled in a Company Plan other than the Pre-1991 Medical Plan 4, then the Dependent may be covered both as a Primary Participant in his/her own right and as an eligible Dependent of the Legacy Qwest Pre-1991 Retiree Medical Plan 4.

## **DEPENDENT VALIDATION—VERIFYING ELIGIBLE DEPENDENTS**

You are required to validate your Dependent’s eligibility under the Plan. A Dependent Verification packet will be mailed to your address on file **after** you enroll the Dependent. Follow the instructions outlined in the

packet closely and **make sure to respond no later than the deadline**. You will need to complete a separate Dependent Verification Form for each Dependent. (**Note:** Coverage may not be approved if you do not provide all the required information or fail to meet the deadline.) See **QUALIFIED LIFE EVENTS -- CHANGING YOUR HEALTH CARE COVERAGE** in the **XXIV. ADDITIONAL ENROLLMENT INFORMATION** section for additional information.

## DEPENDENT VERIFICATION

To assure compliance with Plan terms, the Company will periodically conduct audits of covered Dependents to determine their continued eligibility for Benefits under the Plan. Legacy Qwest Pre-91 Retirees will be required to timely provide supporting documentation to verify the eligibility of their Dependents covered under the Plan.

Dependents must establish relationship, residency, and financial support. This documentation may include, but is not limited to, birth and marriage certificates, tax returns, court orders, and/or proof of residence. Any individuals who are determined to be ineligible, or for whom proof of coverage is not received timely, will be removed from the Plan.

**Domestic Partner Validation and Coverage Begin Dates.** Coverage begins the first of the month following receipt and approval of an affidavit of domestic partnership and proof of joint ownership. For children of a Domestic Partner, coverage begins the first of the month following receipt and approval of an affidavit of domestic partnership and the applicable dependent verification documents if the enrollment is submitted together with the domestic partner affidavit. Otherwise, coverage begins the date a child of a Domestic Partner is acquired (birth or adoption) provided the child is enrolled within 45 days. If not enrolled within this 45-day period, the child cannot be added until the next Annual Enrollment period or next applicable change in family status. Children of a Domestic Partner are eligible only so long as the Domestic Partner is covered under the Plan, and they must qualify as the Domestic Partner's Dependent for federal tax purposes.

**Note:** To participate in the additional plan benefit options, you must be an eligible Retiree or Class 1 Dependent as described in this SPD who is Medicare eligible. Class II and Sponsored Children do not qualify for the additional benefit options.

See **XXIV. ADDITIONAL ENROLLMENT INFORMATION** section for more details.

## VI. EFFECTIVE DATE OF COVERAGE

Effective January 1, 1991, if you were covered under Northwestern Bell Telephone Company Health Incentive Plan, as a Pre-91 Retiree, LTD recipient, or Surviving Spouse of a Pre-91 Retiree, you are covered under and subject to the terms of this Plan.

If your family status changes, you can change your coverage from individual to family - or vice versa. A newly acquired (newborn or adoption) Class I Dependent may be enrolled for coverage effective the date the Dependent is acquired. All other newly eligible (e.g., Sponsored Child, Class II Dependent, or Spouse) Dependents will have coverage effective the first of the month following enrollment provided that you request enrollment within 45 days after the life event. Enrollment may be completed by calling the Lumen Health and Life Service Center at **866-935-5011** or **800-729-7526** Option 2. Effective October 1, 2000, Class II newborns will be added effective with the date of birth if the Lumen Health and Life Service Center is notified within 45 days of birth. A Dependent Verification packet will be mailed to your address on file **after** you enroll the Dependent. Follow the instructions outlined in the packet closely and **make sure to respond no later than the deadline**. You will need to complete a separate Dependent Verification Form for each Dependent. (**Note:**

Coverage may not be approved if you do not provide all the required information or fail to meet the deadline.) See **DEPENDENT VALIDATION—VERIFYING ELIGIBLE DEPENDENTS** above and “Qualified Life Events-- Changing Your Health Care Coverage” in the “Additional Enrollment Information” section for more information.

If you are declining enrollment for yourself or your Dependents, including your Spouse, because of other health insurance coverage, you may in the future be able to enroll yourself and your Dependents again in this Plan, provided that you request enrollment within 45 days after your other coverage ends. In addition, if you have a new Dependent as a result of marriage, birth, or adoption, you may be able to enroll yourself and your Dependents, provided that you request enrollment within 45 days after the marriage, birth, adoption, or placement for adoption.

See the **XXIV. ADDITIONAL ENROLLMENT INFORMATION** section later in this SPD.

## VII. COST – WHO PAYS FOR COVERAGE

**Company Medicare Plan benefit option.** The Company contributes up to an amount equal to **100%** of the single, single plus Spouse/Domestic Partner, single plus Children or family premium, as applicable for eligible retirees under the guaranteed Company Medical Plan benefit option. Your Annual Enrollment materials will describe how payment can be made when applicable.

**Medicare Advantage PPO benefit option.** The Company contributes up to an amount equal to **100%** of the UHC Medicare Advantage PPO medical benefit option premium for each eligible tier of Retiree and eligible Class I Medicare eligible person enrolled in this option (Class II and Sponsored Children are not eligible for this option). Your Annual Enrollment materials will describe how payment can be made when applicable.

**Health Reimbursement Account benefit option.** The HRA subsidy account, as described later in this SPD, is also subsidized **100%** (as determined by the Company) for each eligible Retiree and eligible Dependent enrolled in this benefit option, according to the provisions and limitations of the Plan. Your Annual Enrollment materials will describe how payment can be made when applicable.

**Please Note:** Any premium contributions which are required beyond the Company’s contribution are your responsibility (e.g., premiums must be paid by Surviving Spouses, COBRA continuant, Class II Dependent or Sponsored Child).

If Medicare eligible, you will have to pay for Medicare Part B coverage which is paid directly by you to Medicare (typically deducted from your Social Security check). You may be eligible for reimbursement from the Company for this premium. See the **XVI. WHEN YOU ARE ELIGIBLE FOR MEDICARE** section in this SPD for how you can be reimbursed.

Pre-91 Retirees under this Plan pay the full cost (based on the single premium rate for each covered Dependent) of any medical coverage for Sponsored Children and 50% of the cost (based on the single premium rate for each covered Dependent) of any medical coverage for Class II Dependents. Your Annual Enrollment materials will describe how payment can be made when applicable.

**Surviving Spouse Cost.** See **Surviving Spouse Medical Continuation Coverage** information in the **XXII. CONTINUATION OF MEDICAL COVERAGE (UNDER COBRA)** section later in this SPD.

For consequences of late or non-timely payment of premiums, see the **XXI. TERMINATION OF MEDICAL COVERAGE** section in this SPD.



## VIII. DEDUCTIBLE AND OUT-OF-POCKET MAXIMUM

### Guaranteed Company Plan Benefit Options

For most of your health care services there is an amount of Covered Expenses you pay first. This is called your Deductible. Once your Deductible is satisfied, your Plan pays **90%** of your Reasonable and Customary expenses for covered services and you pay the rest. Your annual Out-of-Pocket expense – your **10%** share – is capped at a specified dollar amount as explained below. After reaching this capped amount, the Plan pays **100%** of the remainder of your Reasonable and Customary Covered Expenses for that calendar year.

### YOUR DEDUCTIBLE

Your calendar year deductible – the amount you pay in Covered Expenses before benefits are payable – is:

- **\$100** per person, but not to exceed **\$200** per family. For example, if four members of a family each have **\$50** in covered charges, then the family deductible is satisfied. No family member can contribute more than **\$100** toward the **\$200** family deductible.

### YOUR OUT-OF-POCKET MAXIMUM

Each calendar year, the Plan caps your Out-of-Pocket expenses (your **10%** share for services covered at **90%**.) Your annual Out-of-Pocket Maximum (which does not include your deductible) for those services is:

- **\$250** per person, but not to exceed **\$500** per family. No family member can contribute more than **\$250** toward the **\$500** family Out-of-Pocket expenses (after the **\$200** family deductible), then the Out-of-Pocket Maximum has been satisfied for the family.

When you have met your annual Out-of-Pocket Maximum, then the Plan pays **100%** of your Covered Expenses for the remainder of that calendar year.

The amount you pay for services covered at **50%** (e.g., having Elective Surgery without notification) is not included in your Out-of-Pocket Maximum. The Plan does not cap the amount of expenses you have to pay for such services (but your payments will count toward your deductible). Expenses not included in your Out-of-Pocket Maximum are not reimbursed at **100%** when your Out-of-Pocket is reached.

### BENEFITS WHEN YOU AND YOUR SPOUSE ARE BOTH COVERED UNDER THIS PLAN

When you and your Spouse or Domestic Partner are both retired employees covered under this Plan, each of you has medical coverage as a retired employee only - you cannot be covered as a Dependent of your Spouse or Domestic Partner. However, your Deductible and Out-of-Pocket amounts will be combined to determine when the “family” limits have been met (**\$200** family deductible/**\$1,000** family Out-of-Pocket). In other words, even if one of you enrolls for “family” coverage (to cover Dependent children), the maximum Deductible and Out-of-Pocket amounts you must satisfy as a family are the same as they would be if both your Spouse and children were covered as your Dependents.

If your Spouse or Domestic Partner is covered as an active employee under the Lumen Health Care Plan or as a retired employee under one of the other guarantee Company Retiree Medical Programs, you must continue to meet separate Deductible and Out-of-Pocket amounts. Since they are separate plans and the Deductible and Out-of-Pocket work differently, they cannot be combined.

### OTHER BENEFIT PLAN OPTIONS

If you enroll in the UHC Medicare Advantage benefit option or an individual Medicare policy, the Deductibles and other Out-of-Pocket expenses are determined by the plan design of those specific benefit plan options and are subject to change. See the Certificate of Coverage provided by the specific carrier for more information.

## IX. PLAN BENEFITS (COMPANY PLAN)

*Certain Benefits are subject to UnitedHealthcare Well Connected notification requirements as indicated throughout this SPD.*

### FACILITY BENEFITS

Your Plan covers a substantial share of the cost of medical care received by you and your covered Dependents. Under “Facility Benefits,” the Plan pays **90%** after you satisfy your deductible. However, when you have met your annual Out-of-Pocket Maximum, then the Plan pays **100%** of such Covered Expenses for the remainder of the calendar year. Your “Facility Benefits” are as follows:

**Inpatient Benefits** – Your Plan pays **90%** after your deductible for most care in a Hospital or physical rehabilitation center (see **SPECIAL PROVISIONS** section in this SPD) including such services as:

- cost of semi-private room and board, including charges for use of intensive care and cardiac unit. However, if you enter a Hospital that has only private rooms, the Plan will pay **90%** of the 90th percentile of the most prevalent private room rate. You pay the difference.

**Other Services** – Your plan pays **90%** after your deductible for other services, such as:

- use of operating, delivery, recovery, treatment rooms and equipment
- all FDA-approved and recognized drugs and medications
- dressings, ordinary splints, casts and necessary supply items
- X-ray examinations, x-ray therapy, radiation therapy and treatment and chemotherapy
- laboratory tests – except tests which have been paid under the preadmission testing program unless it is necessary to repeat the tests
- oxygen and oxygen therapy, including the use of equipment for administration
- electrocardiograms and electroencephalograms, CAT scans, magnetic resonance imaging (MRI), ultrasound
- physical therapy, occupational therapy and psychotherapy
- anesthetics and the administration thereof
- processing and administering of blood and blood plasma, including the supply of blood or blood plasma *only*, if the blood is not replaced
- the use of heart-lung and kidney machines
- hemodialysis
- electroshock therapy
- special diets
- general nursing care (excluding private duty nursing in a facility), and
- routine nursing care of a newborn child during the period of the mother’s confinement.

### PHYSICAL REHABILITATION

Room and board charges are not covered unless inpatient care is required because the diagnosis and condition does not allow for rehabilitation to be provided on an outpatient basis. For example, inpatient rehabilitation may be required because of illness or injury such as stroke or spinal injuries. Care on an inpatient basis must be preauthorized by UnitedHealthcare Well Connected. Otherwise, benefits will be reduced or denied.

### DENTAL ADMISSIONS

If a Physician other than a dentist certifies that dental treatment must be rendered in a Hospital inpatient setting to safeguard your life or health because of a serious



non-dental organic impairment, such as heart trouble, hemophilia, etc., or that hospitalization for dental work is required as the result of accidental injury occurring while covered, your Plan provides benefits for the Hospital charges but not the Physician's or dentist's fees.

## OUTPATIENT BENEFITS

Your Plan pays **90%**, after your deductible, for care in the outpatient department of a Hospital or an Ambulatory Care Center for such items as listed under "Other Services" above as well as:

- emergency and non-emergency treatment
- physical and occupational therapy; and
- diagnostic x-ray and lab tests (including allergy testing), except for charges in the outpatient department of a Hospital in connection with preadmission testing.

## PHYSICIAN CHARGES

**Surgical Care** – Your Plan pays **90%**, after your deductible, (except if you fail to notify UnitedHealthcare Well Connected in advance – see **SPECIAL PROVISIONS** section later in this SPD) of the Reasonable and Customary charges for covered surgical procedures (including multiple surgical procedures performed during the same operative session and obstetric procedures) when performed by a Physician or Midwife, regardless of where the procedures are performed.

When the surgery is performed on an inpatient basis in a Covered Facility, the services of an assistant surgeon (if needed) are also paid at **90%** provided that the assistant surgeon's reimbursement does not exceed **10%** of the primary Physician's maximum allowance and the assistant is not paid by the Covered Facility.

**Medical Care** – In addition to surgery, the Plan pays for a wide variety of other Physician's services. The Plan pays **90%** after your Deductible of the Reasonable and Customary charges for:

- **Administration of anesthesia** by a Physician other than your surgeon or his or her assistant. Anesthesia services for multiple surgical procedures are payable at **90%** of the Reasonable and Customary charge for all procedures combined. The surgical procedure must be a covered expense; otherwise, anesthesia services are not covered.
- **In-Hospital doctor's visits** (one each day, per doctor, per specialty) when you are bed-confined in a Covered Facility for any covered illness or injury except those visits in conjunction with customary pre- and post-operative treatment, dental treatment and eye examinations or the fitting eyeglasses. Physician visits for chemical dependency treatment and rehabilitation, Hospice Care, physical rehabilitation and Skilled Nursing Facility care are also covered only when the associated Covered Facility charges are covered by this Plan.
- **Well-baby care** benefits for one pediatric examination of a newborn child during the mother's covered confinement.
- **In-Hospital consultation** benefits for consultants other than those for a second surgical opinion or Elective Surgery. If your condition requires the attention of a number of specialists in different specialties, benefits will be paid for the first consultation with each one during a covered confinement.
- **Physician office visits** for treatment of an illness or injury, except that benefits available to chiropractic visits will be limited to 26 visits per calendar year, and biofeedback treatments will be limited to 12 treatments per calendar year.
- **Therapeutic services** including radiation therapy, electroshock therapy, chemotherapy, and hemodialysis. It also includes physical therapy, when the care is prescribed by a Physician and performed by a qualified Physician or appropriate physical therapist, occupational therapist, speech therapist or mechanotherapist.

## MISCELLANEOUS SERVICES BENEFITS

In addition to the specific services just described, the Plan pays **90%** of the Reasonable and Customary charges, after your Deductible, for the following miscellaneous services:

**Ambulance Service** – When used to transport you or your Dependent to the nearest Hospital where treatment can be rendered for the illness or injury;

**Skilled Services Of Private Duty Registered Nurses Or Licensed Practical Nurses** – If care is not an alternative to hospitalization but prescribed by a Physician; however, care is not covered if provided by a member of your immediate family or an individual who ordinarily resides in your home. In addition, it does not include custodial care;

**Prostheses** (e.g., artificial limbs, eyes and breast prosthesis); and

**Rental (or purchase in limited circumstances) of Medical Equipment** (e.g., wheelchairs).

## PREVENTIVE CARE

The Plan pays **90%** - No Deductible – of the Reasonable and Customary expenses (including Physician office visits) for the following preventive care:

- immunizations for measles, mumps, diphtheria, whooping cough, tetanus, polio, flu, meningitis (HIB), pneumonia and those required for international travel; and
- routine exams for blood pressure check-ups, mammograms, pap smears, proctoscopies, and cholesterol level testing.

## HEALTH CARE ALTERNATIVES

The Plan pays **100%** - No Deductible – for the following health care alternatives:

- **Second Opinions on Elective Surgery** – Surgery of any kind involves some risk and there may be a safer way of treating your condition. Benefits are paid for a second opinion on covered Elective Surgery for you or a covered Dependent provided the second opinion is arranged by UnitedHealthcare Well Connected.
- **Facility Charges For Outpatient Surgery** – Many surgeries can be safely performed on an outpatient basis – without an overnight stay in the Hospital. The Plan pays the full cost of covered services rendered and billed by a Covered Facility (e.g., Hospital or an Ambulatory Surgical Facility). For outpatient surgery, your doctor's charges are covered at **90%** after you satisfy your Deductible.
- **Preadmission Testing Program**
  - When a Hospital admission is necessary, required tests can often be done in the outpatient department before you are admitted. By having tests done ahead of time, you can reduce the length of your Hospital stay and the size of your Hospital bill. The Plan pays **100%** of the Reasonable and Customary charges for diagnostic laboratory and x-ray examinations ordered by a Physician in conjunction with a scheduled inpatient admission for surgery or other treatment in the same Hospital provided:
    - the tests are necessary for and consistent with the diagnosis and treatment of the condition for which admission is scheduled;
    - reservation for a Hospital bed and an operating room for surgery is made before the tests are performed and the date of the scheduled admission is within the time frame that permits the tests to be valid when surgery or other treatment is performed;
    - the patient is physically present for the tests; and
    - the scheduled admission is not cancelled or postponed for any reason other than (i) the results of the preadmission tests, (ii) as a result of a second surgical opinion consultation or (iii) because of the lack of Hospital facilities at the time scheduled for admission or other medical reasons.
- **Facility Charges for Birthing Centers** – Some women prefer to go home as soon as possible following childbirth. Birthing Centers are now available in many locations and will shorten your stay. Your doctor's charges and the facility charges are covered at **90%**, after you satisfy your Deductible.
- **Home Health Care** – Patients often recuperate better at home than in a Hospital if nursing or other care can be provided. Working with your doctor, UnitedHealthcare Well Connected can help you decide whether or not Home Health Care is appropriate for you or your covered Dependents. If UnitedHealthcare is notified and approves Home Health Care that would otherwise require hospitalization, it is covered at **100%** of Reasonable and Customary charges; otherwise, benefits will be reduced or denied. Coverage for Home Health Care includes services such as:
  - skilled nursing services
  - visits for physical or occupational therapy when treatment is performed by a Physician or appropriate qualified

physical therapist, occupational therapist, orthoptist, speech therapist or mechanotherapist

- durable medical equipment
- prescription drugs, medications and medical/surgical supplies
- diagnostic x-ray and laboratory services
- home health aide services
- **Skilled Nursing Facility** – If hospitalization is necessary, but full Hospital services are not required, a Skilled Nursing Facility may meet your needs. Working with your doctor, UnitedHealthcare Well Connected can help you decide whether or not care in a Skilled Nursing Facility is appropriate for you or a covered Dependent. If UnitedHealthcare Well Connected is notified in advance, the Skilled Nursing Facility charges will be covered at **100%**; otherwise, benefits will be reduced or denied.
- **Outpatient Substance Use Disorder Care** – In many cases, substance abuse disorder can be treated on an outpatient basis without a Hospital stay. Outpatient care allows you to receive treatment while maintaining family and work relationships. The Plan limits the benefits for the treatment of substance use disorder – see below.
- **Hospice Care** – You and your doctor will first need to decide if care in a hospice program is right for you or a covered Dependent. Hospice programs provide care and comfort for terminally ill patients either at home or in a home-like setting. They are not designed to cure but offer emotional support and special programs which you would not ordinarily receive as a Hospital patient. If you and your doctor decide Hospice Care is right for you, you must then call UnitedHealthcare Medical Management to preauthorize care. Care arranged through UnitedHealthcare Medical Management will be covered at **100%** otherwise benefits will be reduced or denied.

## SPECIAL PROVISIONS

**Elective Surgery or a Second Opinion on Elective Surgery** – Because of the importance of avoiding unnecessary surgery, your Plan requires that you notify UnitedHealthcare Well Connected in advance for all surgery (inpatient and outpatient). UnitedHealthcare Well Connected may also require that you get a second opinion for certain surgical procedures. If you choose to have Elective Surgery without notifying UnitedHealthcare Well Connected, the Plan covers **50%** of the charges of the Physician and any assistant surgeon, anesthesiologist or nurse anesthetist – you pay the difference (expenses covered at 50% do not apply toward your Out-of-Pocket Maximum).

If the surgery is performed because of a medical emergency or an immediate life-threatening situation, a second opinion is not required.

**Substance Use Disorder Benefits** – For substance use disorder, the Plan pays:

- **90%** - After your Deductible for inpatient Hospitalization
- **100%** - No Deductible applied for outpatient care

**Mental Health Benefits** – For mental health treatment, the Plan pays:

- **90%** - After your Deductible for inpatient Hospitalization
- **90%** - After your Deductible for outpatient care

However, inpatient care must continue to be preauthorized by UnitedHealthcare Well Connected at 30-day/visit intervals.

**Prescription Drug Coverage** – The Plan provides enhanced prescription drug coverage for you and your eligible Dependents. Along with the usual process of submitting drug claims to the claims administrator for reimbursement, the Plan offers a “home delivery” drug benefit.

**Drug Claims** – When you have your prescription filled at a local pharmacy, you can file the expense on a UnitedHealthcare Medical Management claim form. After your Deductible has been satisfied, the Plan pays:

- **90%** for brand name prescription drugs; or
- **100%** for generic

## X. WELL CONNECTED PROGRAM (COMPANY PLAN)

Care Coordination, provided by the Claims Administrator, is part of the Lumen Well Connected program and is designed to deliver comprehensive, personalized services and efficient care for you and your covered Dependents. This may include: admission counseling, inpatient care advocacy, and certain discharge planning and disease management activities. Well Connected activities are not a substitute for the medical judgment of your Physician, however, and the ultimate decision as to what medical care you or your covered Dependents actually receive must be made by you and your Physician.

The role of Well Connected is to provide coordination of health care services and assist with the planning of health care choices for you and your covered Dependents.

*Notification is mandatory to avoid a penalty. However, **notification through UnitedHealthcare is not necessary when you become eligible for Medicare.***

### NOTIFICATION PENALTY

If you choose to have a Service, as noted below, that requires notifying UnitedHealthcare Well Connected, the Plan covers **50%** of the charges – you pay the difference (expenses covered at **50%** do not apply toward your Out-of-Pocket Maximum). See below for more information.

### WHEN YOU ARE REQUIRED TO CALL

Well Connected is triggered when UnitedHealthcare Well Connected receives notification of an upcoming treatment or service. The notification process serves as a gateway to Well Connected's activities and is an opportunity to let Well Connected know that you are planning to receive specific health care services.

Whether or not you or your covered Dependents take advantage of the service offered by UnitedHealthcare Well Connected is, in most cases, up to you. However, in certain situations you are required to contact UnitedHealthcare Well Connected in order to receive maximum Plan benefits for medical care. You or your covered Dependents are required to call:

- **For Elective (Inpatient) Surgery** – Surgical notification is to help prevent unnecessary surgical procedures. The purpose of the notification of all (inpatient) surgical procedures (inpatient or outpatient) is to evaluate if a proposed surgical procedure is a Covered Expense for benefit payment purposes.

When surgery is planned, you or your attending Physician should call UnitedHealthcare Well Connected. Once UnitedHealthcare Well Connected has been notified a second opinion may be requested.

If you or a covered Dependent choose to have a surgical procedure performed without notifying UnitedHealthcare Well Connected, you will be required to make a co-payment of 50% of the surgeon's Reasonable and Customary charges. This includes the assistant surgeon, Physician's assistant, and anesthesiologist/nurse anesthetist.

- **Notification for all Inpatient Hospital Admissions** – This includes admissions for Substance Use Disorder. The purpose of inpatient Hospital admissions with UnitedHealthcare Well Connected is to verify in advance that your recommended Hospital confinement is a Covered Expense and the proposed plan of care is appropriate. Benefits may be reduced or denied if your stay is not a Covered Expense.

In the case of an emergency, call UnitedHealthcare within 48 hours of admissions or the next business day, whichever is first.

- **For an Organ Transplant** – If your doctor recommends an organ transplant for you or a covered Dependent, call UnitedHealthcare Well Connected in advance. They can assist you in identifying qualified transplant facilities and in arranging for the surgery, travel arrangements, and hospitalization. Benefits will be reduced or denied if you fail to call.

- **For Home Health Care** – If you notify UnitedHealthcare Well Connected in advance, Home Health Care will be covered at **100%**, provided it replaces care that would require hospitalization; otherwise, benefits for the Home Health Care will be reduced or denied.
- **For Care In a Skilled Nursing Facility** – Working with your doctor, UnitedHealthcare Well Connected can help you decide whether or not care in a Skilled Nursing Facility is appropriate for you or a covered Dependent. If you obtain advance preauthorization from UnitedHealthcare Well Connected and continued preauthorization at 30-day intervals, the Skilled Nursing Facility charges will be covered at **100%** provided it replaces care that would require hospitalization; otherwise, benefits will be reduced or denied.
- **For Inpatient Physical Rehabilitation** – If you notify UnitedHealthcare Well Connected in advance and continue to notify at 30-day intervals, the care will be covered at 90% after you meet your deductible; otherwise, benefits will be reduced or denied.
- **For Continued Outpatient Treatment of Mental Illness** – UnitedHealthcare Well Connected must be notified after the first 30 visits in each calendar year. Benefits will be reduced or denied if you fail to call.
- **For Care in a Hospice Program** – UnitedHealthcare Well Connected can assist you in arranging for care, if care is in a Hospice Program. If UnitedHealthcare Well Connected is notified in advance, care will be covered at **100%**; otherwise, benefits will be reduced or denied. UnitedHealthcare must be notified of continued care in the Hospice program after the initial 60 days and at 30-day intervals thereafter.

## NOTIFICATION FOR BENEFITS

Well Connected is helpful when Well Connected receives notification of an upcoming treatment or service. The notification process serves as a gateway to Well Connected activities and is an opportunity to let Well Connected know that you are planning to receive specific health care services. The services requiring for notification include:

- All Hospital admissions (Inpatient)
- All Inpatient surgical procedures
- Nursing Care to include Home Health, Skilled Nursing Facility and Hospice Care
- Selected Outpatient non-surgical procedures:
  - MRI scans (Magnetic Resonance Imaging)
  - PET scans (Positron Emission Tomography)

**Note:** Office procedures do not require notification.

## CASE EVALUATION

Upon notification, UnitedHealthcare Care Well Connected will collect information concerning the condition of the patient, the proposed treatment, the length of any proposed Hospital stay and the name of the doctor. Discussions with the doctor will help to evaluate the appropriate type and level of the care.

After discussions with the doctor are concluded, UnitedHealthcare Well Connected will phone the patient (or a family member) to discuss the specifics of any decision, to review treatment options and to provide education and support.

If the care is approved, you will be given an authorization number by phone. In case of denial, you and your doctor will receive a letter of explanation.

If you are hospitalized, UnitedHealthcare Care Well Connected will continue to review your case to assure that your Hospital care is appropriate and consistent with your Physician's orders. UnitedHealthcare Well Connected will also work with your Physician to plan your discharge from the Hospital.



## CATASTROPHIC CASE MANAGEMENT

Well Connected will provide individual attention to assure that you or your Dependents receive appropriate and cost-effective care in the event of a catastrophic case, such as:

- AIDS
- Major head trauma
- Amputation
- Multiple Sclerosis
- Burns
- Multiple fractures
- Eating disorders
- Spinal cord injury
- High-risk newborns
- Strokes

## ADMINISTRATIVE PROCEDURES

It will be your responsibility to call Well Connected. The call should be made prior to admission in the case of a planned admission, and within 48 hours of the hour of admission in the case of an Emergency. In some situations, it may be necessary for a family member or others to make the call but it is ultimately the responsibility of the Participant to see that the notification has occurred.

Well Connected is available during the following hours:

6 A.M. to 8 P.M. Mountain Time Monday through Friday  
and can be reached at the following phone number:  
**800-842-1219**

For after-hours and weekend calls, call **800-842-1219**, and you will be instructed to leave your name, phone number, group number and Subscriber number. Your call will be returned the next working day.

## CLINICAL APPEAL PROCESS

Well Connected will review cases based on established UnitedHealthcare medical criteria and the terms of the Plan. If your request for notification is denied, you or your Physician can appeal the denial by making a written request to:

UnitedHealthcare Appeals  
P.O. Box 30994  
Salt Lake City, UT 84130

Your appeal review will be handled by a Physician chosen by UnitedHealthcare who is not involved in your care or in the decision to deny your original request. Additional reviewers in the appropriate specialty area may also be consulted. You will be responsible for any costs associated with making your medical records available for review.

See **XIV. BENEFIT CLAIMS AND APPEAL PROCEDURES** section for more details.

## XI. PRESCRIPTION DRUG PROGRAM (COMPANY PLAN)

The Prescription Drug Program is administered by OptumRx through UnitedHealthcare. If enrolled in the guaranteed Company Plan 4, you and your Dependents are eligible to use both the retail and/or mail order programs.

### Retail Prescription Drugs

When obtaining prescription drugs directly from the pharmacy, you are purchasing the drugs at the retail costs. Once you pay for your prescriptions, you can then submit those receipts to UHC for reimbursement under the Plan's "Other Covered Charges" benefit provision for eligible prescriptions. This covers **90%** of the retail cost of the prescription drug. Your retail prescription drug expenses can be submitted to:

UnitedHealthcare  
P.O. Box 30555  
Salt Lake City, UT 84130

## Home Delivery (mail service)

When using this service, you are purchasing maintenance drugs through the mail order program paying a copay per prescription.

The Home Delivery Prescription Drug Program is an option to the “Other Covered Charges” portion of the Retiree Health Care Medical Plan 4. The Home Delivery Prescription Drug Program provides eligible participants, required to take medication on a long-term basis, with a choice for each prescription. You may utilize either the “Other Covered Charges” portion of the Plan or the Home Delivery Prescription Drug Program.

Each prescription sent into the Home Delivery Prescription Drug Program requires a \$2.00 co-payment. There is no Deductible to be satisfied. The medication will be sent to your home via first class mail.

When switching to mail order (for first time users), take the following steps:

- Log on to [myuhc.com](https://myuhc.com)
- Click on “Manage My Prescriptions” and select “Transfer Prescriptions”.
- Select the current medications you would like to transfer.
- Print out the pre-populated form and take this to your doctor.
- Ask your doctor to call **800-791-7658** or fax in the prescriptions with the order form to **800-491-7997**. You will need to give your Physician your ID number located on your ID Card.

Once OptumRx receives your complete order for a new prescription, your medications should arrive within ten business days – completed refill orders should arrive in about seven business days.

You can also:

- Complete the OptumRx By Mail Order Form
- Enclose your prescriptions(s) and the appropriate Copay for each prescription and mail to:  
OptumRx, Attn: Claims Department, P.O. Box 29077, Hot Springs, AR 71903
- Or, you can ask your Physician to call **800-791-7658** with your prescriptions or fax them to **800-491-7997** on your behalf. You will need to give you Physician your ID number located on your ID Card.

Refills through mail order can be ordered online, by phone or by mail. For **online refills**, **log on** to the website at [myuhc.com](https://myuhc.com), then click “Prescriptions” in the main menu and follow the directions online. Have your ID number, prescription number and credit card number available for reference. For phone or by mail, follow the instructions above.

The toll-free telephone number for you to use is **800-842-1219**. This number is available 24 hours a day, 7 days a week.

*Unless your doctor indicates otherwise, OptumRX will dispense a generic equivalent when available and permissible under the law.*

**Note:** Brand name drugs and their generic equivalents must, by law, meet the same standards for safety, purity, strength, and effectiveness.

Learn more about your pharmacy benefit by going to [myuhc.com](https://myuhc.com). After you register, log in and click on the “Prescriptions” tab and then on “Drug Pricing/Coverage.” You can access:

- Copays, pricing, and coverage information about most prescription medications
- Information about lower-cost medication alternatives
- A list of participating retail pharmacies by ZIP code



- Your prescription history

Although the Prescription Drug Program covers most medications that require a prescription, some items that are **excluded** from the Home Delivery Prescription Drug Program are:

- drugs that do not require a prescription (i.e., over the counter drugs), other than insulin
- prescription vitamins
- charges for injections and injectable drugs (except insulin and glucagon)
- Therapeutic appliances or durable medical equipment
- prescriptions written for a quantity of medication which exceeds 90 days (only the excess is excluded)
- investigational or experimental drugs
- oral contraceptives (unless medically necessary)
- contraceptive devices
- fertility drugs
- obesity drugs
- drugs which an eligible participant is to receive without charge from Workers' Compensation Laws or any municipal, state, or federal program.
- prescribed for appetite suppression and other weight loss products.
- Compounded drugs that do not contain at least one ingredient that has been approved by the U.S. Food and Drug Administration and requires a prescription order or refill. Compounded drugs that are available as a similar commercially available Prescription Drug
- dispensed outside of the United States, except in an Emergency.

## XII. EXCLUSIONS OF BENEFITS (COMPANY PLAN)

Although the Plan covers a broad range of services and supplies, there are some expenses - as in all plans of this type - that are not covered. These expenses include, but are not limited to:

- any services received, or charges incurred before coverage under this Plan becomes effective
- charges for in connection with any occupational illness or injury arising out of or in the course of employment if the employer pays or settles said charges
- charges related to any type of automobile accident/injury
- care, treatment, services or supplies that are not a Covered Expense for the treatment of injury or disease (and includes supplies such as disposable supplies, except Ostomy and Catheter and diabetic supplies)
- diagnostic studies (except Pap Smears and Mammograms) a blood pressure check-up, pap smear, mammograms, cholesterol level test and proctoscopy) which do not reveal an illness or injury unless there is satisfactory proof of a definite symptomatic condition requiring medical attention and the studies were not undertaken as a routine physical examination or checkup
- routine health checkups except those listed under "Preventive Care"
- Hospital private room and board charges in excess of the semi-private room rate or, if an all-private room Hospital -, in excess of **90%** of the most prevalent private room rate
- charges said or payable under the laws of any government except for inpatient Hospital care for certain armed forces personnel in U.S. Government facilities or services provided to a veteran for a non-service-connected disability when Veterans Administration benefits apply
- services for which you have no legal obligation to pay, including those which would normally be provided without charge in the absence of this Plan
- charges to complete claim forms or furnish other records
- charges in excess of those considered Reasonable and Customary by UnitedHealthcare the claims administrator
- charges connected with any dental care or treatment except those specifically provided for under the terms of this Plan

- charges for personal services such as radio and TV rental, guests' meals, and barber services
- charges for eyeglasses or hearing aids and examinations or prescriptions for them except the initial pair of eyeglasses or hearing aid required because of injury or surgery which occurs while covered under this Plan
- care in a nursing home, convalescent home, home for the aged, custodial care or rest cures
- cosmetic surgery or treatment unless required because of injury or disease, or to correct a birth defect
- routine foot care (i.e., paring of corns, calluses, bunions or clipping of toenails)
- replacement of prostheses or durable medical equipment which is required due to loss or negligence
- charges for medical treatment which is considered experimental or investigational
- charges for the following services if they were not preauthorized or approved for continued treatment by UnitedHealthcare Well Connected:
  - treatment for a mental health condition which has not been approved for continued treatment after the first 30 inpatient days/outpatient visits
  - confinement in a Hospital which has not been preauthorized initially and approved for continued care
  - confinement in a Covered Facility for physical rehabilitation which has not been preauthorized initially and approved for continued stay
  - confinement in a Skilled Nursing Facility which has not been preauthorized initially and approved for continued stay
  - confinement in a Hospice which has not been preauthorized initially and approved for continued stay, and
  - Home Health Care which has not been preauthorized initially and approved for continued care
- charges in connection with hypnosis
- charges for services, medication, or devices utilized for the prevention of pregnancy except for tubal ligation or vasectomy
- embryo transfer procedures or other charges in connection with infertility treatment procedures
- charges in connection with a weight loss program
- acupuncture, except when performed as anesthesia
- marriage counseling
- radial keratotomymythermography (except as provided under Chiropractic services)
- services of providers other than those defined under this Plan
- charges in connection with the withdrawal of nicotine or caffeine
- Hospital room and board charges when the participant is hospitalized primarily for diagnostic studies, x-ray or laboratory examinations, electrocardiograms, or electroencephalograms. However, charges for the tests are covered and payable at **90%** of Reasonable and Customary amounts, provided the tests are Medically Necessary.
- charges made by a Physician for a second surgical opinion when that Physician performs the surgery
- wigs and wig styling
- any other charges or services not specifically listed as a covered expense
- amounts paid by Medicare or other non-Lumen company plans.

### **XIII. CLAIMING BENEFITS (COMPANY PLAN)**

All the Benefits provided by the Company Medical Plan can be claimed using the claim form for Lumen Retiree and Inactive Medical Plans. You can obtain a claim form by calling UnitedHealthcare Customer Service at **800-842-1219**, or log onto [myuhc.com](http://myuhc.com).

Follow the instructions for completing the form and send it along with all itemized bills to the address shown on the claim form to UnitedHealthcare, P.O. Box 30555, Salt Lake City, UT 84130. Medicare-eligible individuals should also send the Explanation of Medicare Benefits (EOMB Form).

Claims should be as complete as possible and must show:

- participant's full name and Social Security number
- full name and Social Security number of patient
- date of service and where provided
- diagnosis
- type of service
- amount charged
- registration or license number of registered nurse or licensed practical nurse (if applicable)

In addition, bills for prescription drugs should show the prescription number, the purchase date, and the name of the prescribing Physician. Any pharmacy ledgers submitted for consideration must be signed by the pharmacist. Bills for nursing care should be accompanied by a note from the attending Physician stating that nursing care is required.

In most cases you will be able to submit your claims immediately after the services are rendered, and it is recommended that claims be submitted to the Claims Administrator within 90 days. Claims which are not submitted within 15 months from the date the services were rendered will not be accepted for payment. Prescription drug claims can be submitted when they are incurred, and not just at the end of the calendar year.

If you have questions about a claim, you should contact UnitedHealthcare Customer Service at the address or phone number shown on the claim form, or **800-842-1219**.

**Note:** On limited occasions, you may believe you have a claim relating to the Plan that cannot be handled by UnitedHealthcare. In such cases, you should submit your claim in writing to the Plan Administrator. You will be contacted about your concern, and if appropriate, your claim will be considered by the Plan Administrator under the same type of process as described under "Benefit Claims and Appeals Procedures" below.

## XIV. BENEFIT CLAIMS AND APPEAL PROCEDURES

### NETWORK BENEFITS

In general, if you receive Covered Health Services from a Network provider, the Claims Administrator will pay the Physician or facility directly. If a Network provider bills you for any Covered Health Service other than your Coinsurance, please contact the provider or call the Claims Administrator at the phone number on your ID card for assistance.

Keep in mind, you are responsible for meeting the Annual Deductible and paying any Coinsurance owed to a Network provider at the time of service, or when you receive a bill from the provider.

### NON-NETWORK BENEFITS

If you receive a bill for Covered Health Services from a Non-Network provider, you (or the provider if they prefer) must send the bill to the Claims Administrator for processing. To make sure the claim is processed promptly and accurately, a completed claim form must be attached and mailed to the Claims Administrator at the address on the back of your ID card. The Claims Administrator's address is also shown in the Administrator's Contact Information section near the top of this SPD.

### PRESCRIPTION DRUG BENEFIT CLAIMS

If you wish to receive reimbursement for a prescription, you may submit a post-service claim as described in this section if:

- you are asked to pay the full cost of the Prescription Drug when you fill it and you believe that the Plan should have

paid for it; or

- you pay Coinsurance and you believe that the amount of the Coinsurance was incorrect.

If a pharmacy (retail or mail order) fails to fill a prescription that you have presented and you believe that it is a Covered Health Service, you may submit a pre-service request for Benefits as described in this section.

## HOW TO FILE YOUR CLAIM

You can obtain a claim form by visiting [myuhc.com](https://myuhc.com) or [mymedica.com](https://mymedica.com), calling the toll-free number on your ID card or contacting Lumen Health and Life Service Center for Health and Welfare Benefits. If you do not have a claim form, simply attach a brief letter of explanation to the bill and verify that the bill contains the information listed below. If any of these items are missing from the bill, you can include them in your letter:

- your name and address;
- the patient's name, age and relationship to the Retiree;
- the number as shown on your ID card;
- the name, address and tax identification number of the provider of the service(s);
- a diagnosis from the Physician;
- the date of service;
- an itemized bill from the provider that includes:
  - the Current Procedural Terminology (CPT) codes;
  - a description of, and the charge for, each service;
  - the date the Sickness or Injury began; and
  - a statement indicating either that you are, or you are not, enrolled for coverage under any other health insurance plan or program. If you are enrolled for other coverage you must include the name and address of the other carrier(s).

Failure to provide all the information listed above may delay any reimbursement that may be due you.

For medical claims, the above information should be filed with the Claims Administrator at the address on your ID card. When filing a claim for outpatient Prescription Drug Benefits, submit your claim to the pharmacy benefit manager claims address noted on your ID card.

After the Claims Administrator has processed your claim, you will receive payment for Benefits that the Plan allows. It is your responsibility to pay the Non-Network provider the charges you incurred, including any difference between what you were billed and what the Plan paid.

The Claims Administrator will pay Benefits to you unless:

- the provider notifies the Claims Administrator that you have provided signed authorization to assign Benefits directly to that provider; or
- you make a written request for the Non-Network provider to be paid directly at the time you submit your claim.

The Claims Administrator will only pay Benefits to you or, with written authorization by you, your Provider, and not to a third party, even if your provider has assigned Benefits to that third party.

## HEALTH STATEMENTS

Each month in which the Claims Administrator processes at least one claim for you or a covered Dependent, you will receive a Health Statement in the mail. Health Statements make it easy for you to manage your family's medical costs by providing claims information in easy-to-understand terms.

If you would rather track claims for yourself and your covered Dependents online, you may do so at [myuhc.com](https://myuhc.com). You may also elect to discontinue receipt of paper Health Statements by making the appropriate selection on this site.

## EXPLANATION OF BENEFITS (EOB)

You may request that the Claims Administrator send you a paper copy of an Explanation of Benefits (EOB) after processing the claim. The EOB will let you know if there is any portion of the claim you need to pay. If any claims are denied in whole or in part, the EOB will include the reason for the denial or partial payment. If you would like paper copies of the EOBs, you may call the toll-free number on your ID card to request them. You can also view and print all of your EOBs online at [myuhc.com](http://myuhc.com). See the **IV. DEFINITIONS** section for the definition of Explanation of Benefits.

### Important - Timely Filing of Non-Network Claims

All claim forms for Non-Network services **must be submitted within 12 months after the date of service**. Otherwise, the Plan will not pay any Benefits for that Eligible Expense, or Benefits will be reduced, as determined by the Claims Administrator. This 12-month requirement does not apply if you are legally incapacitated. If your claim relates to an Inpatient Stay, the date of service is the date your Inpatient Stay ends.

## CLAIM DENIALS AND APPEALS

### If Your Claim is Denied

If a claim for Benefits is denied in part or in whole, you may call the Claims Administrator at the number on your ID card before requesting a formal appeal. If the Claims Administrator cannot resolve the issue to your satisfaction over the phone, you have the right to file a formal appeal as described below.

When appealing a denied claim, please be aware that there are Service Claim appeals processed by the Claims Administrator as well as *Eligibility/Participation* appeals processed by the Plan Administrator. Both types of appeal have two levels of appeal processing each with their own requirements as described below.

### How to Appeal a Denied Service Claim

If you wish to appeal a denied pre-service request for Benefits, post-service claim or a rescission of coverage as described below, you or your authorized representative must submit your Level 1 appeal in writing within 180 days of receiving the claim denial which is also called an “adverse benefit determination”. You do not need to submit Urgent Care appeals in writing. Your appeal of a denied claim should include:

- the patient’s name and ID number as shown on the ID card;
- the provider’s name;
- the date of medical service;
- the reason you disagree with the denial; and any documentation or other written information to support your request

**Note:** If you are appealing an excluded drug, submit a letter to UHC from your doctor stating the medical condition that requires the non-covered drug and the length of projected use. The appeal will be reviewed and, if approved, you will be able to purchase your prescription at your local network pharmacy or by mail order by paying the applicable Coinsurance amount. If it is denied, you may appeal as explained below.

the applicable Coinsurance amount. If it is denied, you may appeal as explained below. You or your authorized representative may send a written request for an appeal to:

UnitedHealthcare  
Self-Insured Appeals  
Box 30432  
Salt Lake City, Utah 84130-0432

For Urgent Care requests for Benefits that have been denied, you or your provider can call the Claims Administrator at the toll-free number on your ID card to request an appeal.

The timing of the claims appeal process is based on the type of claim you are appealing. If you wish to appeal a claim, it helps to understand whether it is an:

- urgent care request for Benefits;
- pre-service request for Benefits;
- post-service claim; or
- concurrent claim.

## Review of an Appeal

The Claims Administrator will conduct a full and fair review of your appeal. The appeal may be reviewed by:

- an appropriate individual(s) who did not make the initial benefit determination; and
- a health care professional with appropriate expertise who was not consulted during the initial benefit determination process.

Once the review is complete, if the Claims Administrator upholds the denial, you will receive a written explanation of the reasons and facts relating to the denial.

## Filing a Second Appeal

There are offers two levels of appeal. If you are not satisfied with the first level appeal decision, you have the right to request a second level appeal from the Claims Administrator within 60 days from receipt of the first level appeal determination.

**Note:** Upon written request and free of charge, you may request to examine documents relevant to your claim and/or appeals and submit opinions and comments. The Claims Administrator will review all claims in accordance with the rules established by the U.S. Department of Labor.

## FEDERAL EXTERNAL REVIEW PROGRAM

If, after exhausting your internal appeals, you are not satisfied with the determination made by the Claims Administrator, or if the Claims Administrator fails to respond to your appeal in accordance with applicable regulations regarding timing, you may be entitled to request an external review of the Claims Administrator's determination.

You may request an external review of an adverse benefit determination if the denial is based upon any of the following:

- clinical reasons;
- the exclusions for Experimental or Investigational Services or Unproven Services;
- rescission of coverage (coverage that was cancelled or discontinued retroactively); or
- as otherwise required by applicable law.

You or your representative may request a standard external review by sending a written request to the address set out in the determination letter. You or your representative may request an expedited external review, in urgent situations as detailed below, by calling the toll-free number on your ID card or by sending a written request to the address set out in the determination letter. **Please Note this Deadline:** A request must be made within (4) four months after the date you received the Claims Administrator's decision.

An external review request should include all of the following:

- a specific request for an external review;
- the Covered Person's name, address, and insurance ID number;
- your designated representative's name and address, when applicable;



- the service that was denied; and
- any new, relevant information that was not provided during the internal appeal.

An external review will be performed by an Independent Review Organization (IRO). The Claims Administrator has entered into agreements with three or more IROs that have agreed to perform such reviews. There are two types of external reviews available:

- a standard external review; and
- an expedited external review.

## **Standard External Review**

A standard external review is comprised of all of the following:

- a preliminary review by the Claims Administrator of the request;
- a referral of the request by the Claims Administrator to the IRO; and
- a decision by the IRO.

Within the applicable timeframe after receipt of the request, the Claims Administrator will complete a preliminary review to determine whether the individual for whom the request was submitted meets all of the following:

- is or was covered under the Plan at the time the health care service or procedure that is at issue in the request was provided;
- has exhausted the applicable internal appeals process; and
- has provided all the information and forms required so that the Claims Administrator may process the request.

After the Claims Administrator completes the preliminary review, the Claims Administrator will issue a notification in writing to you. If the request is eligible for external review, the Claims Administrator will assign an IRO to conduct such review. The Claims Administrator will assign requests by either rotating claims assignments among the IROs or by using a random selection process.

The IRO will notify you in writing of the request's eligibility and acceptance for external review. You may submit in writing to the IRO within ten business days following the date of receipt of the notice additional information that the IRO will consider when conducting the external review. The IRO is not required to, but may, accept and consider additional information submitted by you after ten business days.

The Claims Administrator will provide to the assigned IRO the documents and information considered in making the Claims Administrator's determination. The documents include:

- all relevant medical records;
- all other documents relied upon by the Claims Administrator; and
- all other information or evidence that you or your Physician submitted. If there is any information or evidence you or your Physician wish to submit that was not previously provided, you may include this information with your external review request and the Claims Administrator will include it with the documents forwarded to the IRO.

In reaching a decision, the IRO will review the claim anew and not be bound by any decisions or conclusions reached by the Claims Administrator. The IRO will provide written notice of its determination (the "Final External Review Decision") within 45 days after it receives the request for the external review (unless they request additional time and you agree). The IRO will deliver the notice of Final External Review Decision to you and the Claims Administrator, and it will include the clinical basis for the determination.

Upon receipt of a Final External Review Decision reversing the Claims Administrator determination, the Plan will immediately provide coverage or payment for the benefit claim at issue in accordance with the terms and conditions of the Plan, and any applicable law regarding plan remedies. If the Final External Review Decision is that payment or referral will not be made, the Plan will not be obligated to provide Benefits for the health care service or procedure.



## Expedited External Review

An expedited external review is similar to a standard external review. The most significant difference between the two is that the time periods for completing certain portions of the review process are much shorter, and in some instances you may file an expedited external review before completing the internal appeals process.

You may make a written or verbal request for an expedited external review if you receive either of the following:

- an adverse benefit determination of a claim or appeal if the adverse benefit determination involves a medical condition for which the time frame for completion of an expedited internal appeal would seriously jeopardize the life or health of the individual or would jeopardize the individual's ability to regain maximum function and you have filed a request for an expedited internal appeal; or
- a final appeal decision, if the determination involves a medical condition where the timeframe for completion of a standard external review would seriously jeopardize the life or health of the individual or would jeopardize the individual's ability to regain maximum function, or if the final appeal decision concerns an admission, availability of care, continued stay, or health care service, procedure or product for which the individual received emergency services, but has not been discharged from a facility.

Immediately upon receipt of the request, the Claims Administrator will determine whether the individual meets both of the following:

- is or was covered under the Plan at the time the health care service or procedure that is at issue in the request was provided.
- has provided all the information and forms required so that the Claims Administrator may process the request.

After the Claims Administrator completes the review, the Claims Administrator will immediately send a notice in writing to you. Upon a determination that a request is eligible for expedited external review, the Claims Administrator will assign an IRO in the same manner the Claims Administrator utilizes to assign standard external reviews to IROs. The Claims Administrator will provide all necessary documents and information considered in making the adverse benefit determination or final adverse benefit determination to the assigned IRO electronically or by telephone or facsimile or any other available expeditious method. The IRO, to the extent the information or documents are available and the IRO considers them appropriate, must consider the same type of information and documents considered in a standard external review.

In reaching a decision, the IRO will review the claim anew and not be bound by any decisions or conclusions reached by the Claims Administrator. The IRO will provide notice of the final external review decision for an expedited external review as expeditiously as the claimant's medical condition or circumstances require, but in no event more than 72 hours after the IRO receives the request. If the initial notice is not in writing, within 48 hours after the date of providing the initial notice, the assigned IRO will provide written confirmation of the decision to you and to the Claims Administrator.

You may contact the Claims Administrator at the toll-free number on your ID card for more information regarding external review rights, or if making a verbal request for an expedited external review.

## Timing of Appeals Determinations

Separate schedules apply to the timing of claims appeals, depending on the type of claim. There are three types of claims:

- Urgent Care request for Benefits - a request for Benefits provided in connection with Urgent Care services, as defined in the Glossary section;
- Pre-Service request for Benefits - a request for Benefits which the Plan must approve or in which you must notify UnitedHealthcare before non-Urgent Care is provided; and
- Post-Service - a claim for reimbursement of the cost of non-Urgent Care that has already been provided.

The tables below describe the time frames which you and the Claims Administrator are required to follow.

| <b>Urgent Care Request for Benefits*</b>  |   |
|---|---|
| <b>Type of Request for Benefits or Appeal</b>   | <b>Timing</b>   |
| If your request for Benefits is incomplete, the Claims Administrator must notify you within:                                  | <b>24 hours</b>   |
| You must then provide completed request for Benefits to the Claims Administrator within:                                      | <b>48 hours</b> after receiving notice of additional information required |
| The Claims Administrator must notify you of the benefit determination within:   | <b>72 hours</b>   |
| If the Claims Administrator denies your request for Benefits, you must appeal an adverse benefit determination no later than: | <b>180 days</b> after receiving the adverse benefit determination         |
| The Claims Administrator must notify you of the appeal decision within:   | <b>72 hours</b> after receiving the appeal                                |

\*You do not need to submit Urgent Care appeals in writing. You should call the Claims Administrator as soon as possible to appeal an Urgent Care request for Benefits.

| <b>Pre-Service Request for Benefits</b>   |   |
|---|---|
| <b>Type of Request for Benefits or Appeal</b>   | <b>Timing</b>   |
| If your request for Benefits is filed improperly, the Claims Administrator must notify you within:  | <b>5 days</b>   |
| If your request for Benefits is incomplete, the Claims Administrator must notify you within:  | <b>15 days</b>  |
| You must then provide completed request for Benefits information to the Claims Administrator within:  | <b>45 days</b>  |
| <b>The Claims Administrator must notify you of the benefit determination:</b>   |   |
| <ul style="list-style-type: none"> <li>if the initial request for Benefits is complete, within:</li> </ul>  | <b>15 days</b>  |
| <ul style="list-style-type: none"> <li>after receiving the completed request for Benefits (if the initial request for Benefits is incomplete), within:</li> </ul> | <b>15 days</b>  |
| You must appeal an adverse benefit determination no later than:   | <b>180 days</b> after receiving the adverse benefit determination |
| The Claims Administrator must notify you of the first level appeal decision within:   | <b>15 days</b> after receiving the first level appeal             |
| You must appeal the first level appeal (file a second level appeal) within:   | <b>60 days</b> after receiving the first level appeal decision    |
| The Claims Administrator must notify you of the second level appeal decision within:  | <b>15 days</b> after receiving the second level appeal            |

| <b>Post-Service Claims</b>  |   |
|---|---|
| <b>Type of Claim or Appeal</b>  | <b>Timing</b>   |
| If your claim is incomplete, the Claims Administrator must notify you within:   | <b>30 days</b>  |
| You must then provide completed claim information to the Claims Administrator within:   | <b>45 days</b>  |
| <b>The Claims Administrator must notify you of the benefit determination:</b>   |   |
| <ul style="list-style-type: none"> <li>if the initial claim is complete, within:</li> </ul>   | <b>30 days</b>  |
| <ul style="list-style-type: none"> <li>after receiving the completed claim (if the initial claim is incomplete), within:</li> </ul> | <b>30 days</b>  |
| You must appeal an adverse benefit determination (file first level appeal) no later than:   | <b>180 days</b> after receiving the adverse benefit determination |
| The Claims Administrator must notify you of the first level appeal decision within:   | <b>30 days</b> after receiving the first level appeal             |
| You must appeal the first level appeal (file a second level appeal) within:   | <b>60 days</b> after receiving the first level appeal decision    |
| The Claims Administrator must notify you of the second level appeal decision within:  | <b>30 days</b> after receiving the second level appeal            |

## Concurrent Care Claims

If an on-going course of treatment was previously approved for a specific period of time or number of treatments, and your request to extend the treatment is an Urgent Care request for Benefits as defined above, your request will be decided within 24 hours, provided your request is made at least 24 hours prior to the end of the approved treatment. The Claims Administrator will make a determination on your request for the extended treatment within 24 hours from receipt of your request.

If your request for extended treatment is not made at least 24 hours prior to the end of the approved treatment, the request will be treated as an Urgent Care request for Benefits and decided according to the timeframes described above. If an on-going course of treatment was previously approved for a specific period of time or number of treatments, and you request to extend treatment in a non-urgent circumstance, your request will be considered a new request and decided according to post-service or pre- service timeframes, whichever applies.

## ELIGIBILITY/PARTICIPATION CLAIM

After you receive an initial denial of a submitted claim, there are **two** levels of appeal. If you are not satisfied with the first level appeal decision, you have the right to request a second level appeal from the Claims Administrator within 180 days from the receipt of the first level appeal determination. The below chart outlines both the timeline for filing an appeal by you and for receiving responses from the Claims Administrator.

| Eligibility/Participation Claims  |   |
|---|---|
| Type of Claim or Appeal   | Timing  |
| If your claim is incomplete, the Claims Administrator must notify you within:   | <b>30 days</b>  |
| You must then provide completed claim information to the Claims Administrator within:   | <b>45 days</b>  |
| <b>The Claims Administrator must notify you of the benefit determination:</b>   |   |
| <ul style="list-style-type: none"> <li>if the initial claim is complete, within:</li> </ul>   | <b>30 days</b>  |
| <ul style="list-style-type: none"> <li>after receiving the completed claim (if the initial claim is incomplete), within:</li> </ul> | <b>30 days</b>  |
| You must appeal an adverse benefit determination (file first level appeal) no later than:   | <b>180 days</b> after receiving the adverse benefit determination   |
| The Claims Administrator must notify you of the first level appeal decision within:   | <b>30 days</b> after receiving the first level appeal   |
| You must appeal the first level appeal (file a second level appeal) within:   | <b>180 days</b> after receiving the first level appeal decision   |
| The Claim Administrator must notify you of the second level appeal decision for eligibility/participation claim within:             | <b>60 days</b> after receiving the second level appeal (up to an additional 30 days may be required if necessary) |

## Time Deadline to File a Benefit Claim and the Time Deadline to File a Benefit-Related Lawsuit

The Health Plan provides that no person has the right to file a civil action, proceeding or lawsuit against the Health Plan or any person acting with respect to the Health Plan, including, but not limited to, the Company, any Participating Company, the Committee or any other fiduciary, or any third party service provider unless it is filed within the timing explained as follows below:

**Initial Claim:** The time frame for filing an initial claim for a premium Payroll Adjustment is the earlier of:

1. Within 180 days of an adverse decision by the Plan Administrator, or
2. The earlier of:
  - a. Within 180 days of the effective date of an election that is later claimed to be erroneous, or
  - b. By the last day of the Plan Year of when the election error is claimed to have occurred. If the initial claim is not

filed by this deadline, it shall be deemed untimely and denied on that basis. Appeals from a claim denial must also be timely filed as described in the Summary Plan Description.

### **Agent for Service of Legal Process:**

Associate General Counsel  
931 14th Street, 9th Floor  
Denver, CO 80202

### **Legal process may also be served on:**

The Corporation Company (a.k.a. CT Corp)  
1675 Broadway, Suite 1200  
Denver, Colorado 80202

**Legal Action Deadline:** After you have exhausted or completed the claims and appeals procedures as explained above, you may pursue any other legal remedy, such as bringing a lawsuit or civil action in court provided, that you file a civil action, proceeding or lawsuit against the Plan or the Plan Administrator or the Claims Administration no later than the last day of the twelfth month following the later of (1) the deadline for filing an appeal under the Plan or (2) the date on which an adverse benefit determination on appeal was issued to you with respect to your Plan benefit claim.

This means that you cannot bring any legal action against the Plan, the Employee Benefits Committee or the Claims Administrator for any other reason unless you first complete all the steps in the appeal process described in this section. After completing that process, if you want to bring a legal action, you must do so no later than the last day of the 12<sup>th</sup> month from the date you are notified of the final decision on your appeal or you lose any rights to bring such an action against the Plan, or the Claims Administrator.

## **THE REQUIRED FORUM FOR LEGAL DISPUTES**

After the claims and appeals procedures are exhausted as explained above, and a final decision has been made by the Plan Administrator, if Participant wishes to pursue other legal proceedings, the action must be brought in the United States District Court in Denver, Colorado.

## **XV. FALSE OR FRAUDULENT CLAIMS**

The Company, the Plan, and its Administrators require complete and correct information with regard to all Benefits claimed under this Plan. False information, intentional misrepresentation of any kind, or any failure to provide accurate information will be cause for denial of the affected Benefits.

## **XVI. WHEN YOU ARE ELIGIBLE FOR MEDICARE**

### **MEDICARE ELIGIBILITY**

You and your Dependents each become eligible for all parts of Medicare when each participant reaches age 65, or before reaching age 65 if disabled and 24 months of disability payments have been received from Social Security. Medicare is also available at any age if the individual has chronic kidney disease and requires dialysis or a kidney transplant.

**For all medical plan benefit options: In order to have the maximum coverage, you must enroll in Medicare Part A and B upon becoming eligible and you must maintain coverage under both Parts A and B at all times.**

**Medicare Part D.** As long as the Health Plan has creditable prescription drug coverage, you do **not** need to take Medicare Part D when you are enrolled under the Company Medical or the UHC Medicare Advantage medical benefit options. You will be notified annually of the plans creditable coverage status.

**Medicare Status and the UHC Medicare Advantage Benefit Option:** You or your eligible Dependent(s) must be Medicare eligible and enrolled in both Medicare Part A **and B** in order to elect this benefit option. See the **XXIV. ADDITIONAL ENROLLMENT INFORMATION** and the **XXI. TERMINATION OF MEDICAL COVERAGE** sections for more information on enrolling and disenrolling from the Medicare Advantage benefit option.

**Medicare Status and the Health Reimbursement Account (HRA) Benefit Option:** You and your eligible Dependent(s) must be Medicare eligible and should be enrolled in both Medicare parts A **and B** if you elect this option. Since this option has **no** medical or prescription drug coverage, you must have your Medicare parts A **and B** in order to enroll in an *individual* Medicare type policy to obtain your own medical and prescription drug benefits outside of Lumen. Once you obtain your *individual* Medicare policy and depending on what type of *individual* Medicare policy you purchase, a Medicare Part D policy may also be needed for prescription drug coverage. As a reminder, Medicare enrollment dates for *individual* Medicare plans may vary from the Company Annual Enrollment dates and are governed by Medicare.

## MEDICARE PART B REIMBURSEMENT

The government charges monthly premiums for Medicare Part B. Upon request and proof to the Company of your Medicare **Part B** coverage, the Company will reimburse Retirees and their eligible Class I Dependents for their Medicare Part B premiums paid to the Federal government as described below. **Note: the company will not reimburse for any late enrollment Medicare Part B penalties.**

Medicare Part B reimbursement occurs once the Lumen Health and Life Service Center *receives* a copy of the Medicare card which includes Part B, confirming your enrollment in the required Medicare coverage.

**Reimbursement will begin effective the first of the following month after receipt. Retroactive reimbursements will not be made.**

**Note:** If Medicare requires you to pay a higher Medicare Part B premium due to high- income eligibility, you must notify the Lumen Health and Life Service Center regarding your reimbursement amount. Again, proof (the Social Security Administration letter) must be received before the higher amount will be paid to you.

### **You Are Not Eligible for Medicare Part B Reimbursement, if:**

- You are a LTD Recipient who is not eligible for retiree health care
- You are a Surviving Spouse of a Primary Participant who was eligible for Medicare Part B reimbursement
- You are a Surviving Spouse

**Medicare Part B Reimbursement Overpayments:** If you receive an overpayment of Medicare Part B premium payments regardless of the source of the error, the Plan will seek reimbursement of that overpayment. Refer to “Refund of Overpayments” in the “General Information” section later in this SPD for more information on how overpayments are recovered. For this reason, it is very important to confirm that you are receiving the correct Medicare Part B Reimbursement. For questions call the Lumen Health and Life Service Center at **866-935-5011** or **800-729-7526**.

## CHRONIC KIDNEY DISEASE

If you or any of your eligible Dependents become eligible for Medicare due solely to chronic kidney disease requiring dialysis or a kidney transplant, Plan coverage will continue as the primary coverage during the first 30 months. During this 30-month period, claims for Covered Expenses should be filed with UnitedHealthcare first - then filed with Medicare. After the 30-month period, claims should be filed with Medicare first. Your claims should also be filed with Medicare first during any period of time that you or any of your eligible Dependents are eligible for Medicare by reason of both chronic kidney disease and either another disability or becoming



age 65. Upon proof to the Lumen Health and Life Service Center, the Company will reimburse eligible Plan participants their premiums paid to the government for Medicare Part B coverage, if it is for them or a Class I Dependent as described above.

## XVII. COORDINATION OF BENEFITS

### COORDINATION OF BENEFITS (COMPANY PLAN) AND OTHER PLANS

The Plan contains a Coordination of Benefits (COB) provision for the Company Medical Plan. Under this provision, if you or any of your Dependents are covered under more than one group medical or prepayment plan, employer-sponsored plan, or are entitled to medical Benefits from any other source (excluding Medicare or your own individual insurance policy), you can receive up to **100%** of covered medical expenses from all plans combined - but not more than that. This prevents anyone from collecting more than actual expenses; but at the same time, it generally provides full reimbursement for the allowable benefit of the Covered Expenses.

Under the COB provision, the Claims Administrator determines which plan has primary responsibility and which plan has secondary responsibility. The primary plan always pays first. Briefly, COB works like this:

1. The Benefits of a Plan which does not have a provision for Coordination of Benefits will be primary.
2. The Benefits of a Plan which covers the claimant directly, rather than as a Dependent, will be primary.
3. The Benefits of a Plan which covers the claimant as a dependent child shall be determined as follows:
  - If a Dependent child is covered under both parents' plans, the parent whose birthday falls earlier in the calendar year pays first. If both parents have the same birthday, the Plan which covered one parent longer pays first. The Plan which covered the other parent for a shorter time pays second.
  - When the parents are separated or divorced, neither the birthday rule nor the gender rule apply. If there is a court decree that establishes financial responsibility for the health care expenses with respect to the child(ren), the Benefits are determined in agreement with the court decree. Otherwise, if the parent with custody has not remarried, the Plan of the parent with custody is primary, and the Plan of the non-custodial parent is secondary. If the parent with custody has remarried, the Plan of the parent with custody is primary, the step-parent's Plan is secondary, and the Plan of the parent without custody pays third.
4. If the rules in 1, 2 and 3 immediately above do not establish an order of benefit determination, the Benefits of a Plan which has covered the claimant for the longer period of time shall be primary, with the following exception; the Benefits of a Plan covering the person as a laid-off or retired Employee, or a Dependent of such person, shall be determined after the Benefits of any other Plan covering the person as an Employee (or a Dependent of an Employee).

**Benefit claims should always be filed first with the primary plan.** After the primary plan has paid its portion of the bill, a copy of the original bill and the "explanation of benefits" from the primary plan carrier must be sent to UnitedHealthcare in order to receive consideration for secondary Benefits.

#### Coordination With Other Benefit Plan Options

Coordination of Benefits, if any, may be different for the other benefit plan options. Check with that plan directly for more information on how COB works.

### COORDINATION WITH MEDICARE (Parts A & B) AND BENEFIT PLAN OPTIONS

**Company Medical Plan benefit option.** As an eligible Retiree, your Plan coverage may continue. If you or any of your eligible Dependents or Sponsored Children become eligible for Medicare during this time - unless eligibility is due solely to chronic kidney disease - claims should be submitted to Medicare before being submitted under the Plan. Therefore, you are required to obtain Medicare Parts A **and B** upon Medicare eligibility and maintain them at all times.

Under the Company Medical Plan, Medicare Benefits are calculated according to the carve-out method and coordinated with Medicare. The Plan is **not** a Medicare Supplement plan (sometimes called "gap" plans) and does **not** automatically pay the balance due after Medicare has made payment. To determine the amount



payable after Medicare's payment, Benefits that would be available in the absence of Medicare are calculated first. These Benefits are then reduced by any Benefits that would be payable from Medicare, whether or not you actually apply for benefits from Medicare. Your combined amount due from Medicare and the Plan will never exceed the amount available under the Plan alone.

**Example:** If the Covered Benefit is payable at **80%** and Medicare would have paid **80%**; then the Company Plan pays \$0. If Medicare would have paid 60% for this benefit, then the Company Plan pays 20% to equal the **80%** benefit covered by the Plan. It does not pay **100%** of your cost.

**Remember, it's important to sign up for Medicare when first eligible and maintain them at all times to assure the highest level of coverage and to avoid a gap in coverage.**

**UHC Group Medicare Advantage benefit option.** If you are enrolled under the UHC Group Medicare Advantage benefit option, your Medicare coordination of benefits are managed for you by UHC according to those plan provisions. Therefore, you are required to maintain your Medicare Parts A **and B** at all times. You typically only have to pay your copay at the time of service, if any, applicable to the benefit coverage. You do not have to worry about what portion Medicare covers.

**Health Reimbursement Account benefit option.** If you are enrolled in the HRA benefit option, it will depend on which type of **individual policy** you purchase as to how Medicare coordination is applied. However, these Medicare type policies require that you maintain your Medicare Part A **and B**. Contact your specific carrier for more information.

**Note:** Regardless of which medical benefit option you elect, upon request and with proof of Medicare Part B coverage, the Company will reimburse Retirees and their eligible Class I Dependents for their Medicare Part B premiums paid to the government when enrolled in the Plan as described above under "Medicare Part B Reimbursement."

## COORDINATION WITH MEDICARE AND PHARMACY BENEFITS

**Company Medical Plan benefit option.** Unless otherwise notified, the Company Medical Plan's coverage of prescription drugs is creditable; therefore, you are not required to also enroll in a separate Medicare Part D plan. (**Note:** Pharmacy and prescription Benefits for participants who enroll in both a Medicare Part D prescription plan and who enroll in both the Company Medical Plan benefit option under the Health Plan shall have those Benefits coordinated and prescription drug claims would be **filed with Medicare first**, as it would become Primary, before the Company Plan). Unless the Plan is primary, prescription Benefits under the Plan will be reduced by the amount payable by Medicare Part D for the same Covered Expenses (whether the amount payable by Medicare is actually made). This prescription Benefit coordination applies only to Medicare Part D coverage and not to prescription Benefits under private plans. To the extent your pharmacy and prescription expenses are not paid by your Medicare Part D plan, claims can be filed with the Plan.

**UHC Group Medicare Advantage benefit option.** If you are enrolled in the Group Medicare Advantage benefit option, prescription drug coverage is provided under that benefit option and you should not need to purchase additional Medicare Part D coverage. Medicare benefits are managed for you by UHC Medicare Advantage plan according to the plan provisions for coverage. Contact the UHC Medicare Advantage plan for creditable coverage and Medicare Part D coordination information.

**Health Reimbursement Account benefit option.** If you are enrolled in the HRA, it will depend on which type of individual polic(ies) you enroll in as to whether or not you need additional Medicare Part D coverage. Contact you specific carrier (or broker) for more information.

**Note:** Regardless of which Lumen benefit option you select, coordination with Medicare will be applied according to the specific benefit provisions of that option.

## XVIII. CREDIT FOR SAVINGS (COMPANY PLAN)

When the Company Plan does not have to pay full Benefits due to Coordination of Benefits, the savings will automatically be credited to you to pay for unpaid allowable expenses of the same type in the same calendar year. For example, if the Plan saves **\$100** on your medical expenses due to Coordination of Benefits, you will be credited with that **\$100** to use toward a medical Deductible or your portion of a medical coinsurance payment. These “saving credits” are forfeited at the end of each year. Therefore, you must meet your Deductible each year before the credits can start accumulating. Contact UHC directly for more information.

## XIX. SUBROGATION

The Plan has all rights to recovery from Participants, Dependents and Third Parties to the extent of any payments made by the Plan with respect to all rights of recovery by a Participant or his Dependent against any third party, including an individual, organization or entity in connection with any injury, disease, sickness or condition to which the Plan makes payments. The Participant or his Dependent shall do nothing after the loss to prejudice the rights of the Plan and shall do everything necessary to secure such rights. Your refusal or failure to help with the subrogation process will not limit Lumen’s rights, but it can be grounds for denial of your claims. The Plan shall be reimbursed first by the Participant or his Dependent, to the extent of payments made by the Plan, from the proceeds of any settlement, judgment or payments made by any individual, organization or other entity to the Participant or his Dependent.

Any amounts recovered in connection with an injury, disease, sickness or condition to which the Plan makes payments shall be apportioned as follows:

- The Plan shall receive the first dollars of any recovery to the extent of the Plan’s payments, and
- The remaining balance of any recovery shall be apportioned to the Participant or his/her Dependent and any other Plan or insurer providing Benefits to the Participant or his/her Dependent.

In the event a Participant or Dependent receives monies as the result of injury, sickness, accident or condition, and the Plan is entitled to such monies and is not reimbursed the full amount it has paid for such injury, sickness, accident or condition, the Plan shall have the right to reduce future payments due to such Participant or his Dependent, by the amount of Benefits paid by the Plan. This right of offset shall not, however, limit the rights of the Plan to recover such monies in any other manner as may be specified in the official Plan Document.

## XX. RIGHTS OF RECOVERY

If a Benefit is paid - **for any reason** - which is larger than the amount allowed by the Plan, the Claims Administrator has a right to recover the excess amount from you by requesting repayment directly from you or by deducting the excess from any future Benefit payments, if necessary. You are also responsible for repaying any excess Benefits received by Dependent minors.

See **REFUND OF BENEFIT OVERPAYMENTS** in the **XXXIV. GENERAL INFORMATION** section near the end of this SPD for more information regarding the Plan’s rights of recovery.

## XXI. TERMINATION OF MEDICAL COVERAGE

There are several situations that will cause the medical care coverage for you or your covered Dependents to end. However, your Dependents may be eligible to continue coverage, at a cost. For more information, see the **XXII. CONTINUATION OF MEDICAL COVERAGE (UNDER COBRA)** section below.

**Note:** The information for termination of and continuation of Medical coverage is different than the information for DENTAL coverage. Please see these same sections in your “Retiree Health Care Dental Plan SPD” for details.

Medical coverage will end as described below:

**Death of Retiree (“primary participant”).** All coverage ends for the Surviving Spouse, other Class I Dependents, Class II Dependents, and Sponsored Children on the last day of the month in which the primary participant dies. However, if continued coverage under the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”) is elected, medical coverage will continue with the level of Company subsidy (if any) previously in effect **through the last day of the sixth full calendar month** following the date of the primary participant’s death for the Surviving Spouse, other Class I Dependents, Class II Dependents and Sponsored Children previously covered the day before the QLE, under the Lumen Retiree and Inactive Health Plan. See all Surviving Spouse information under **XXII. CONTINUATION OF MEDICAL COVERAGE (UNDER COBRA)** later in this SPD.

**Termination from the UHC Medicare Advantage benefit option.** For the death of a retiree, termination from this benefit option is treated as it is under the Company Medical Plan with 6 months of subsidized coverage as described above, then the same COBRA rules will apply. See all Surviving Spouse information under the **XXII. CONTINUATION OF MEDICAL COVERAGE (UNDER COBRA)** section later in this SPD.

**Special Termination Rules for existing Medicare Advantage benefit option.** If you do not elect to continue this benefit option at Annual Enrollment, during the year or through COBRA (upon QLE), you must take additional steps before Medicare will release you from this benefit plan option. In order for you to voluntarily terminate or cancel your enrollment from this benefit option—you must complete the Medicare disenrollment process. We cannot simply move you from one benefit option to another once you have enrolled in the Medicare Advantage benefit option. Contact the Lumen Health and Life Service Center and request/complete the disenrollment form. Medicare will not release you from this enrollment without the form or another type of formal request in writing when you are initiating cancellation of this plan. All terminations/cancellations will be effective the first of the following month after the form is received by the Lumen Health and Life Service Center. **Medicare does not allow any retroactive termination effective dates and may not allow a re-enrollment until the next Annual Enrollment period.**

**Note:** The Plan may terminate you from these benefit options for certain other reasons such as failure to pay, moving out of the service area or the discontinuance of the group UHC Medicare Advantage benefit option without the disenrollment form.

*Contact the Lumen Health and Life Service Center for more details. See **XXIV. ADDITIONAL ENROLLMENT INFORMATION** later in this SPD for more details.*

**Termination from the Health Reimbursement Account benefit option.** You may change your election from this benefit option each year at Annual Enrollment or during the year if you have an eligible Qualifying Life Event. The enrollment (and disenrollment processes) with the individual Medicare policy is directly between you and the carrier. You must follow Medicare and your selected carrier’s rules and provisions related to all aspects of participation in that policy.

**Nonpayment of contributions or cancellation.** Coverage for all participants whose coverage requires a premium contribution (e.g., Class II Sponsored Children or Surviving Spouse premiums) ends on the last day of the month during which you stop paying the required premium contribution for you or your covered Dependents or when you request cancellation of premium contributions. If you are enrolled in the Medicare

Advantage benefit option or individual Medicare plans, you must also complete any required disenrollment information.

If your coverage is terminated due to non-payment, you will not be allowed to add coverage until the next Annual Enrollment, with coverage effective January 1st of the following plan year. You will be informed of your right to appeal that determination. If you experience a QLE, you may be allowed to add coverage due to that QLE (loss of other coverage, marriage, etc.) in accordance with Plan rules. Your requested change in coverage must be consistent with the QLE you experienced. You must notify the Lumen Health and Life Service Center within 45 days of the QLE in order to change your coverage. For surviving dependents, non-payment or waiver of coverage will discontinue participation in the benefit options at anytime in the future.

**Note:** In the event your coverage is terminated due to non-payment or insufficient payment, and you have sent in a payment which is received by our Claims Administrator but not on a timely basis, that payment may be cashed due to the delay in updating records internally; however, you will receive a refund of such payment and your coverage will not be reinstated, except as determined upon appeal. Additionally, if you receive a notice that your coverage has been terminated due to non-payment or insufficient payment, it is suggested that you call the Lumen Health and Life Service Center for more information. Checks that are returned or EFTs that are refused are not re-deposited. **Payment is to be timely received by the Claims Administrator or coverage will be terminated.**

**Class I Dependents:** Coverage for these Dependents also ends:

- For a Spouse, on the last day of the month in which your marriage ends. (This date would also apply to any of your dependent stepchildren who are children of the Spouse, and to any children for whom the Spouse, but not you, remain legal guardian.)
- For a Domestic Partner, on the last day of the month of the termination of the relationship.
- On the last day of the month in which a child reaches age 26
- On the last day of the month when a disabled child ceases to be fully dependent on you for support or is determined by the Claims Administrator to be no longer disabled.

**Class II Dependents and Sponsored Children:** Coverage for these Dependents also ends:

- On the last day of the month in which the person ceases to qualify as a Class II Dependent or Sponsored Child. Class II and Sponsored Dependent **children** may elect coverage under COBRA independently of the Surviving Spouse and/or Class I Dependents.

**Loss of long-term disability recipient status:** Coverage for you and your covered Dependents ends on the last day of the month in which you die or when your long-term disability status ends. If you are also receiving a service or disability pension at the time of your death, coverage for your Dependents may be continued under the provisions of COBRA. If you are not receiving a service or disability pension at the time of your death, continuation coverage under COBRA for your Dependents is not available.

## XXII. CONTINUATION OF MEDICAL COVERAGE (UNDER COBRA)

*Certain of your Dependents have the option of continuing their medical coverage, at their own cost, beyond the date that it would otherwise cease.*

COBRA and its amendments require continuation of health care benefits in certain situations where coverage would otherwise end. In general, the Company must offer you and certain of your Dependents continued participation in the medical coverage they were in at the time of certain “Qualifying Events” (see below).

Lumen and its subsidiaries (hereinafter referred to as Lumen) have retained a vendor to act as COBRA compliance administrator for the Lumen Retiree and Inactive Health Plan and the benefit options known as “Retiree Health Care Medical Plan (Plan 1, 2, 3 or 4)”, hereinafter referred to as the Plan. It is important for Plan participants to understand their ongoing rights and obligations under the continuation of coverage

provisions of COBRA. This summary of rights should be reviewed by both you and your Spouse (if applicable) and referred to in the event that any action is required on your (or your Dependents') part.

If your Spouse or Dependent children should lose medical coverage under the Plan due to a "Qualifying Event" listed below, COBRA provides an opportunity to elect temporary continuation of such medical coverage on a self-pay basis at group rates ("continuation coverage"). Following is a summary of information concerning COBRA and the procedures which should be followed if or when a Qualifying Event occurs.

**If you are the covered Spouse of a Lumen Retiree**, you have the right to elect continuation coverage for yourself and your covered Dependent children, if you or your covered Dependent children lose Plan coverage for any of the following Qualifying Events:

- the death of your Spouse;
- divorce from your Spouse;
- your Spouse becoming entitled to Medicare; or
- the commencement of certain bankruptcy proceedings involving the Lumen.

**If you are the covered Dependent child of a Company Retiree**, you have the right to elect continuation coverage if Plan coverage is lost for any of the following Qualifying Events:

- the death of the Retiree;
- parents' divorce;
- you cease to be a "Dependent child" under the terms of the Plan. (Example: child reaching his/her age limitation, or any other change in status which affects eligibility for coverage).

You also have a right to elect continuation coverage if you are covered under the Plan as a Spouse or Dependent child of a Retiree and lose coverage within one year before or after commencement of proceedings under Title 11 (bankruptcy), United States Code.

**The covered Retiree, Spouse, or Dependent child has the responsibility** to directly inform the Lumen Health and Life Service Center of a divorce or a child losing Dependent status under the Plan, both of which are "Qualifying Events." Notice to the Lumen Health and Life Service Center must be made within 60 days after the later of the date of the Qualifying Event, or the date your Qualified Beneficiaries would lose coverage due to a Qualifying Event. If notice is not received within 60 days, rights to continue coverage will terminate.

When the Lumen Health and Life Service Center is notified that a Qualifying Event has occurred, they will subsequently notify the Qualified Beneficiary(ies) losing coverage of the right to elect continuation coverage. A "Qualified Beneficiary" is any Spouse or Dependent child who is covered under the Plan on the day before the Qualifying Event occurs. If they do not elect continuation coverage, their Plan coverage will end in accordance with the provisions outlined in this Summary Plan Description or other applicable Plan documents.

If your Qualified Beneficiaries elect continuation coverage, Lumen is required to give them coverage which, as of the time coverage is being provided, is identical to the coverage provided under the Plan to similarly situated employees or retirees or family members. Under the law, the Qualified Beneficiary(ies) losing coverage have 60 days from either the date of loss of coverage or from the date of the notice, whichever is later, to elect continuation coverage. They then have 45 days from the date of the initial election to make their first premium payment and any other premium payments that are due during those first 45 days. Subsequent premiums must be paid in full within 31 days of each premium due date. **Please Note:** Some states offer financial aid to help certain individuals pay for COBRA coverage. Contact your appropriate state agency regarding availability and eligibility requirements.

If continuation coverage is elected, the law requires that your Qualified Beneficiaries be afforded the opportunity to maintain continuation coverage for 36 months, measured from the Qualifying Event date. Additional Qualifying Events can occur while continuation coverage is in effect, but coverage will not exceed 36 months from the initial Qualifying Event.



The law provides that your Qualified Beneficiaries' continuation coverage may end sooner for any of the following reasons:

- Lumen no longer provides group health coverage for any of its Employees or Retirees;
- the premium for their continuation coverage is not paid in a timely manner;
- they first become, after the date of the election, covered under any other group health plan which does not contain a preexisting condition exclusion or limitation that would apply to them; or
- they first become, after the date of election, entitled to Medicare.

Your Qualified Beneficiaries will not have to show that they are insurable to choose continuation coverage. However, under the COBRA law, they will have to pay the group rate premium for their continuation coverage plus an administration fee, if applicable. The law also requires that, at the end of the 36-month continuation coverage period, they must be allowed to enroll in an individual conversion Medical Plan if one is available under the terms of the Plan. If an individual conversion Medical Plan is available and they wish to enroll, they must follow the instructions in the "Coverage Conversion" section of this Summary Plan Description.

### **Domestic Partner Continuation Coverage**

If you are a Domestic Partner of a Retiree, you will have the right to elect continuation coverage for yourself and your covered Dependent children, if you or the covered children lose Plan coverage for either of the following Continuation Events:

- the death of the Retiree; or
- termination of the Domestic Partner relationship between the Eligible Retiree and Domestic Partner.

The covered Retiree or Domestic Partner has the responsibility to notify the Lumen Health and Life Service Center of a termination of relationship between a Retiree and a Domestic Partner. Coverage will end at the end of the month in which the Continuation Event occurs. Notice to the Lumen Health and Life Service Center must be made within 60 days after the later of the date of the Continuation Event or the date you would have lost coverage. If notice is not received or postmarked within 60 days, rights to continue coverage will terminate. Participants should call the Lumen Health and Life Service Center at **866-935-5011 or 800-729-7526**, Option 2, 1, \*0 and speak with a Service Representative.

When the Lumen Health and Life Service Center is notified of a Continuation Event, they will notify the Continuation Beneficiaries losing coverage of the right to elect continuation coverage.

If the Continuation Beneficiary elects continuation coverage, Lumen will give them coverage which, as of the time coverage is being provided, is identical to the coverage provided under the Plan to similarly situated retirees. The Continuation Beneficiary(ies) losing coverage have 60 days from either the date of loss of coverage or from the date of the notice, whichever is later, to elect continuation coverage. They then have 45 days from the date of the initial election to make their first premium payment and any other premium payments that are due during those first 45 days. Subsequent premiums must be paid in full within 31 days of each premium due date.

If continuation coverage is elected, the Continuation Beneficiary will be given the opportunity to maintain coverage for 36 months, measured from the Continuation Event date.

Continuation coverage may end sooner for any of the following reasons:

- Lumen no longer provides group health coverage for any of its employees or Retirees;
- The premium for continuation coverage is not paid in a timely manner;
- They first become, after the date of the election, covered under another group health plan which does not contain a preexisting condition, exclusion or limitation that would apply to them; or
- They first become, after the date of election, entitled to Medicare.

Continuation Beneficiaries will not have to show that they are insurable to choose continuation coverage. They will have to pay the group rate premium for their continuation coverage plus any administration fee. At the end of the 36-month continuation coverage period, they will be allowed to enroll in an individual conversion medical



plan, if available. To enroll, the Continuation Beneficiary should follow the directions under the Coverage Conversion section.

Children of a Domestic Partner will not be eligible to be a Continuation Beneficiary in their own right. They are only eligible for continuation coverage if the Domestic Partner is a Continuation Beneficiary.

### **Surviving Spouse Medical Continuation Coverage**

Upon the death of a Retiree, the Company will subsidize the COBRA medical coverage (if elected) for Surviving Spouses, certain Dependents (COBRA like coverage for Domestic Partners) for up to six months (see “Death of Retiree” in the **XXI. TERMINATION OF MEDICAL COVERAGE** section). The subsidized coverage will be equal to the Company’s normal contribution toward the Company-sponsored Retiree Health Care Medical Plan. Applicable contributions/premiums will not be subsidized (e.g., Class II Dependent and/or Sponsored Child premiums). At the end of the six-month period, a Surviving Spouse may continue COBRA medical coverage for an additional 30 months by paying the applicable rate.

At the expiration of 36 months of medical coverage under COBRA, the Surviving Spouse will be given the opportunity to elect medical coverage as an individual and for any eligible Dependents who were covered under the Plan at the time of death (this includes Class I Dependents in utero at the time of death). Referred to as “Surviving Spouse benefits,” this coverage is available under the Retiree and Inactive Health Plan, at the applicable group rate.

This Surviving Spouse coverage will not end until the death of the Spouse **as long as applicable enrollment and premiums are made timely**. For other Dependents covered at the time of death (i.e., Class I Dependents, Class II Dependents, Sponsored Children), whom may have elected 36 months under COBRA, the coverage will end with the expiration of their COBRA Benefits.

**Note:** If the Surviving Spouse is enrolled in the HRA benefit option at the time of the Retiree’s death, the existing HRA allocation will continue for 6 months (as subsidized COBRA) and access to the HRA balance at the time of death is permitted during those 6 months or until the end of the year, whichever comes first. If COBRA is continued beyond the 6 months, then HRA funding allocations will continue, but the initial balance is forfeited at the end of the year the death occurs. Contact the Lumen Health and Life Service Center for more information about your options and how these benefits are applied.

**Spouses of LTD Participants.** Extended Spouse coverage does not apply to Spouses of former employees who die while receiving LTD benefits, unless such former Employees are also retired on a service or disability pension.

### **COBRA Coverage Cost**

The cost of COBRA coverage for your Qualified Beneficiaries will be the applicable group rate plus a 2% administration fee (except as described under “Surviving Spouse Medical Continuation” above). COBRA premiums may be waived or subsidized (e.g., coverage will continue at Company expense, except for applicable contributions such as Class II Dependent premium contributions) for a temporary time for surviving Dependents in the event of your death. See **Surviving Spouse Medical Continuation Coverage** above.

### **Coverage Conversion (Not Available For Dental Coverage)**

You may be entitled to convert your Company Medical Plan benefit option medical coverage to a nongroup plan (before or after electing COBRA coverage.) Your Class I Dependents, Class II Dependents, and Sponsored Children are also entitled to conversion. **No physical exam is required.** Contact the Claims Administrator for conversion information. Some plans may not offer conversion for Medicare-eligible participants. Dental care cannot be converted. Also, you **cannot** convert your medical coverage if it was terminated for failure to pay a COBRA premium.

If you have any questions about COBRA, please contact the Lumen Health and Life Service Center.

## XXIII. EXTENSION OF BENEFITS (COMPANY PLAN)

When Plan coverage terminates, no further Benefits will be paid by the Plan unless the individual is then receiving care in the Hospital. If so, “Hospital Care Benefits” only will continue to be paid during the continued confinement for up to one year following the year in which termination of coverage otherwise occurs.

## XXIV. ADDITIONAL ENROLLMENT INFORMATION

### HEALTH PLAN ENROLLMENT LEVEL

Choosing Your Coverage Level. You have the following coverage levels to choose from when deciding who needs medical coverage (if you are Medicare eligible or non-Medicare eligible):

- No Coverage
- Single (Retiree or Surviving Spouse only)
- Single + Spouse or Domestic Partner
- Single + Children
- Family

**Note:** Each individual covered as either a Class II Dependent or Sponsored Child is only eligible for the Company guaranteed benefit option. You must also be enrolled in this option to cover these specific Dependents. They will be enrolled under their own individual coverage (Single coverage) and their coverage is not included when determining your coverage level or cost.

### CHANGING YOUR ENROLLMENT ELECTIONS

Once every year you will have an opportunity to elect from the benefit options that are offered in that year and move from one to the other during Annual Enrollment. Under certain circumstances, you may be able to change plans during the year as noted below.

If you and your Dependent(s) are **all** Medicare eligible—you must enroll in the same benefit plan option. For example:

- You must **both** elect the Company Medical Plan benefit option, the UHC Medicare Advantage benefit option or the HRA benefit option. You cannot be in different benefit options when you are both Medicare eligible.

If you or a Dependent is not Medicare eligible yet, then you can make separate elections for Medicare and non-Medicare family members—until you are both Medicare eligible. For example:

- The non-Medicare person may remain in the Lumen Medical Plan benefit option (or No Coverage), while the Medicare eligible participant may elect to either stay in the Company Medical Plan benefit option, or the UHC Medicare Advantage benefit option, or the HRA benefit option.
- Then, when the non-Medicare eligible person **becomes** Medicare eligible during the plan year—they must also enroll in the same Medicare benefit option that the first Medicare eligible participant has already elected for that year. For example: If the Medicare eligible person enrolled in the UHC Medicare Advantage benefit option and the non-Medicare eligible person was in the Company Medical Plan benefit option—the non-Medicare person will have a QLE and will need to move to the UHC Medicare Advantage benefit option at that time. **Note:** Enrollment paperwork must be completed **PRIOR** to the month in which the newly Medicare eligible person becomes Medicare eligible so that the effective date can be the first of the month upon becoming Medicare eligible.

**Note:** If for some reason, the newly Medicare eligible person cannot enroll (or is not approved) in the Medicare Advantage benefit option at this time, then both participants would have to move back to the Company Medical benefit plan option-- or the newly Medicare person (if the Dependent) can be dropped from coverage allowing the Retiree to remain in the UHC Medicare Advantage benefit option. At the next Annual Enrollment period, both the

Retiree and the Dependent will be able to elect the same benefit option for the new Plan year, according to Plan provisions.

## DEFAULT STATUS

If you do not make elections within the specified timeframe, you will be assigned default coverage as described below.

### Annual Enrollment/During the Year

If you are currently enrolled and you do not submit new coverage elections during Annual Enrollment, you will **default** to the same health care options you currently have (if available). This includes completing the enrollment process if you elect the UHC Medicare Advantage benefit option or are not approved by UHC for this benefit option. Similar default processes apply during the year.

### Medicare Eligibility During the Plan Year

When you or a Dependent become Medicare eligible during the year, under this QLE and you will be able to elect to participate in one of the Medicare eligible benefit options (UHC Medicare Advantage or the HRA) if you choose. Or, you may also remain in the Company Medical Plan benefit option (which would be your **default** if you do nothing at the time you become Medicare eligible). However, Medicare Parts A **and** B are also required to be enrolled as Medicare eligible in the Company plan benefit option.

**UHC Group Medicare Advantage benefit option.** Upon becoming Medicare eligible, it is assumed that you have your Medicare Part A **and** B as required for this option. If you want to enroll in the UHC Medicare Advantage but do not enroll timely, *or are not approved*, you will **default** to the same health care option you had while awaiting approval. In addition, since all **Medicare eligible** family participants must be enrolled in the same plan, if one family member is not able to enroll in the UHC Medicare Advantage for some reason – then that may cause both participants to change benefit options or for the Dependent to be dropped from coverage.

#### For example:

- If one participant is Medicare eligible and elects to remain in the Company Medical Plan option and then another family member becomes Medicare eligible; they must both remain in the Company Medical Plan for the remainder of that year. –OR–
- If one participant is Medicare eligible and elects to enroll in the UHC Medicare Advantage benefit option and then another family member becomes Medicare eligible; they must both enroll in the UHC Medicare Advantage benefit option. If the second participant is not approved, then both participants must default to the Company Medical Plan benefit option for the remainder of the year, in order for both participants to have coverage. Alternatively, if it is the Dependent who cannot qualify for the UHC Medicare Advantage plan, then the Dependent may be dropped from all coverage to allow the Retiree to remain in the UHC Medicare Advantage option.

**HRA benefit option.** Upon becoming Medicare eligible during the year, if you elect the HRA benefit plan option, it is assumed that you have your Medicare Part A **and** B as required for the *individual* Medicare policies. Because this is an action you must complete on your own, we also assume that you have enrolled timely in coverage outside of Lumen and the HRA account is automatically set up for you at the time you elect this benefit plan option. Therefore, there is **no default** for this option. You are simply removed from all Lumen coverages, except for the HRA account, which can only be used to reimburse you for outside medical Medicare premiums. See the “Enrolling in Medicare policies” in the **III. HIGHLIGHTS OF PLAN BENEFIT OPTIONS** section above.

**Non-Medicare family members may remain in the Company Medical Plan benefit option while the Medicare eligible family members may elect to move to another Medicare benefit option.**

**Waived Coverage.** You may *waive* your right to coverage under the Health Care Plan. This allows you to enroll under the health plan of a Spouse or Domestic Partner who also covered under any of Lumen Health Care Plan benefit options, Tri-care or any non-Lumen Medicare or other health care plan. **Note:** You may choose to resume coverage upon notification to the Service Center of a QLE or at the next Annual Enrollment. Surviving Spouses, however, cannot participate in future coverage if they drop coverage at any time.

## WHEN HEALTH COVERAGE BEGINS

The following indicates when coverage is effective for Retirees and Dependents in specific circumstances:

Retirees:

- If you make changes during Annual Enrollment, your new coverage will begin on the first day of the new calendar year. (However, if enrolling in the UHC Medicare Advantage benefit option, enrollment and approval by UHC must occur prior to the month coverage is to be effective.)
- Coverage changes due to Qualified Life Events are generally effective the first day of the calendar month following the Company's receipt of the election. The exceptions are changes due to birth or adoption, divorce, or other loss of eligibility under the Plan (refer to section below).

### QMCSO

If you are a Retiree who wishes to provide coverage for your biological Children who (1) do not reside with you for more than half of the year (other than a full-time student) and (2) for whom you do not provide a majority of the Child's support, you must obtain a court order known as a "Qualified Medical Child Support Order" or QMCSO in order for the Child(ren) to be eligible for coverage under the Health Plan. See **XXXV. LEGAL NOTICES** section for more information.

Dependents:

- **New Class I Dependent.** Coverage elections are retroactive to the date the Dependent is acquired for birth or adoption. All other changes (marriage, loss of other coverage, etc.) will become effective on the first day of the month following notification to the Lumen Health and Life Service Center, provided the Dependent is enrolled within 45 days. If not enrolled within this 45-day period, the Dependent cannot be added until the next Annual Enrollment Period or next applicable Qualified Life Event.

For common-law marriages, (if you reside in a state that recognizes common-law marriages) coverage is effective the first day of the month following receipt of an approved notarized affidavit of marriage, provided notification was given within 45 days of the date the affidavit was notarized.

- **Domestic Partner and Children of a Domestic Partner.** Coverage is effective the first day of the month following receipt and approval of an affidavit of domestic partnership and proof of ownership. For Children of a Domestic Partner, coverage begins the first of the month following receipt and approval of an affidavit of domestic partnership and the applicable dependent verification documents if enrollment is submitted together with the domestic partnership affidavit. Otherwise, coverage begins on the date a Child of a Domestic Partner is acquired (birth or adoption) provided the child is enrolled within 45 days. If not enrolled within this 45-day period, the child cannot be added until the next Annual Enrollment Period or next applicable Qualified Life Event. Children of a Domestic Partner are eligible for Health Plan coverage as long as the Domestic Partner is covered and the Child(ren) must qualify as the Domestic Partner's Dependent(s) for federal tax purposes.

## QUALIFIED LIFE EVENTS -- CHANGING YOUR HEALTH CARE COVERAGE

Generally, your benefit option choices under the Health Plan (medical and dental) will remain in effect for the full calendar year.

However, you can also make changes to your benefit plan options during the year. Such changes for you or your Dependents will generally be effective the first day of the calendar month following your notification to the Lumen Health and Life Service Center.

### Qualified Life Event Reminder:

If you experience a Qualified Life Event such as marriage, death, divorce, adoption or birth, or losing other coverage, you must contact the Lumen Health and Life Service Center at [lumen.com/healthbenefits](https://lumen.com/healthbenefits) or 866-935-5011 or 800-729-7526 within 45 days of the event in order to change your coverage elections. **If you miss the 45-day window, you will not be able to make changes until the next Annual Enrollment. Remember, you must add your newborn or adopted Child to your coverage, even if you already have family coverage, within 45 days of birth or adoption to cover your Child under the Plan.**

### Mid-Year Ability to Drop/Change Coverage Level

Legacy Qwest Pre-91 Retirees can change Health Plan benefit coverage levels with an associated QLE as described above at any time during the year. Benefit options can only be changed during the year due to you or your Dependent's Medicare eligible status.

### Qualified Life Events

The following changes in your family situation are Qualified Life Events and may provide an opportunity for you to modify your benefit choices. All of the following should be reported to the Lumen Health and Life Service Center:

- Birth, adoption, or death of a Class I Dependent (deaths are also reported to the Lumen Health and Life Service Center by selecting the option "To Report a Death")
- Your marriage or divorce
- Start or end of your Spouse/Domestic Partner's employment impacting previous coverage or need
- Significant changes in the health care coverage provided by your Spouse/Domestic Partner's employer

The Plan Administrator also has the discretion to recognize other changes allowed by the Internal Revenue Service (IRS). Lumen may require documentation of a Qualified Life Event prior to processing a change in coverage election.

### Report Change of Status Due to Qualified Life Event: Gain in Eligibility

To qualify for a change in your benefit option choices, you must contact the Lumen Health and Life Service Center **within 45 days of the Qualified Life Event change**. Changes to your coverage (including obtaining Legal Guardianship) are effective on the first day of the month following the date of your notification to the Lumen Health and Life Service Center, except for newborns or newly adopted children. Changes for newborns and newly adopted children are retroactive to the birth date or date of adoption. **Changes to coverage due to a Qualified Life Event received more than 45 days after the Qualified Life Event will not be accepted** and your coverage will remain the same.

**Report Change of Status Due to Qualifying Life Event: Loss in Eligibility** Changes in your coverage elections due to a loss of your Dependents' eligibility, reported timely within 45 days of the Loss will be effective as of the first day of the month following the event effective date. However, please note:

- Coverage will be dropped **retroactively** for an ineligible Dependent if you contact the Lumen Health and Life Service



Center **after 45 days of the Qualified Life Event. You will be responsible for any retroactive repayment of claims incurred and paid by the carrier after your Dependent loses eligibility**

- COBRA: If you fail to notify the Lumen Health and Life Service Center **within 60 days of the change**, the Dependent losing eligibility and coverage will not be eligible to continue coverage through COBRA. **You will be responsible for any retroactive repayment of claims incurred and paid by the carrier after your Dependent loses eligibility**
- You must report the death of any covered participant as soon as possible

**Consistency Rule.** Any change in your decision for coverage due to a Qualified Life Event must be consistent with the Qualified Life Event. For example, if you have a divorce you may only drop your former Spouse; with respect to coverage for your Children in this situation, you may add your Children if you did not previously cover them under the Plan provided that you provide over half of their support and they reside with you, or you have a QMCSO to add them.

Depending on the reason for your change of status, you can make the following coverage changes (for a summary list of changes allowed due to various life events, you may also access the Lumen Health and Life Service Center Web site at [lumen.com/healthbenefits](https://lumen.com/healthbenefits))

- **Health Plan Benefit Option.** Legacy Qwest Pre-91 Retirees are allowed to change to a different medical benefit option at each Annual Enrollment period, or only if a QLE due to a change in Medicare eligibility status of the Retiree or a Dependent.

## Health Plan—HIPAA Special Enrollment Provisions

**Loss of Other Coverage.** You may enroll yourself and any of your eligible Dependents in the medical and dental if you:

- Previously declined coverage under this Health Plan for yourself and your Dependents because either you or your Dependents had coverage under another group health plan or other health insurance; and
- You stated the reason for declining Health Plan coverage at the time coverage was declined was because you were covered by the other health plan; and
- Your other health coverage ceases because you have exhausted a COBRA continuation period, because you stopped being eligible under the other coverage or because an employer stopped making contributions to the other coverage.

You may not enroll under special enrollment if you lost the other coverage because you failed to pay the contribution or if you lost the other coverage for cause (for example, you misrepresented something on the application form). You may not enroll your Dependent unless you already are enrolled or are enrolling yourself along with your Dependent.

The effective date for special enrollment coverage is the first day of the first month following notification to the Lumen Health and Life Service Center. However, you must enroll and authorize any payroll deduction **within 45 days** of the loss of other coverage and you must provide any certification or documentation regarding the other coverage reasonably requested by the Plan Administrator.

**Adding a New Dependent.** If you are covered under the Retiree and Inactive Health Plan, or if you are eligible to be covered but have previously waived coverage for any reason, and if you are adding a new Dependent through marriage, birth, adoption, or placement for adoption, then you may enroll in the Health Plan:

- Yourself
- Your Spouse or Domestic Partner
- Your Dependent Children, whether or not they are recently added

You may not enroll your Dependent unless you already are enrolled or are enrolling yourself along with your Dependent. The effective date for coverage when you add a new Child is the date of birth, adoption, or placement for adoption. The effective date for coverage when you add a Dependent through marriage is the first day of the first month after notification of your marriage.



**Dependent Special Enrollment.** Your Spouse, who is not enrolled, may enroll for coverage in the event of a birth or adoption of a Dependent provided your Spouse is an eligible Dependent and the enrollment occurs **within 45 days** of such birth or adoption. Coverage for your Spouse will be retroactive to the date of the birth or adoption provided you have made the required contributions, if any, to the Plan.

**Change in Home Address.** Simply moving or changing residence is not considered a Qualified Life Event. However, if you move outside the service area for your medical benefit option, you will have the ability to choose another applicable medical benefit option. You must notify the Lumen Health and Life Service Center as follows:

Log on to [lumen.com/healthbenefits](https://lumen.com/healthbenefits) and follow these steps:

1. From the home page, go to **Your Profile** and click on the **Personal Information**
2. On the **Personal Information** page, under **Mailing Addresses**, click on **Change** next to **Permanent Address**.
3. You will then be routed to a page that will allow you to update your permanent address.

**OR**

Dial **833-925-0487** or **317-671-8494** (International callers) or **800-729-7526** for the Medical, Dental and Life benefits. (**Note:** you may also press the option for pension information to update your address with them as well.)

**Note:** Although all health care benefit options are national plans, there could be some zip codes that are not eligible for the UHC Medicare Advantage benefit option. Check with your *individual* Medicare policies for rules on address changes.

## **ADDITIONAL SPECIAL ENROLLMENT RIGHTS**

Under additional Special Enrollment rules, you are allowed to enroll yourself and eligible Dependents in the Health Plan upon the loss of other coverage, referred to as “the other plan,” to include the following:

- Termination of employer contributions towards other coverage
- Moving out of carrier’s service area if the other plan does not offer other coverage
- Ceasing to be a “Dependent”, as defined in the other plan
- Loss of coverage to a class of similarly situated individuals under the other plan (e.g., when the other plan does not cover part-time employees)

If your Spouse or other Dependent has special enrollment rights, you may enroll and make changes to your enrollment in any health plan benefit option available to you based upon your home ZIP code and plan service area within 45 days following the qualifying event. For example, you have single coverage in a Lumen benefit option, and your Spouse loses coverage under his/her employer’s plan and has special enrollment rights, both you and your Spouse are allowed to enroll in the Lumen benefit options available to you provided your Dependent provides proof of eligibility for the Lumen Plan.

### **Children’s Health Insurance Program Reauthorization Act (CHPRA)**

The Children’s Health Insurance Program Reauthorization Act of 2009, extends and expands the state Children’s Health Insurance Program (CHIP). Among other things, the law allows states to subsidize premiums for employer provided group health coverage for eligible children and families. It also provides additional special enrollment rights, under the Lumen Retiree and Inactive Health Plan. The Plan is amended to permit participants and dependents who are eligible for but who have not previously enrolled in coverage, to “special enroll” in the Plan in two additional circumstances:

1. the participant’s or dependent’s Medicaid or CHIP health coverage is terminated due to loss of his or her eligibility, and the employee requests coverage under the Plan within 60 days after the termination of this Medicaid or CHIP coverage, or
2. the participant or dependent becomes eligible for a premium assistance subsidy under Medicaid or CHIP, and the participant requests coverage under the Plan within 60 days after he or she is determined to be eligible for the Medicaid or CHIP subsidy.

These special enrollment rights became effective April 1, 2009. To find out more about special enrollment rights under the Plan, call the Lumen Health and Life Service Center at **866-935-5011 or 800-729-7526**.

**See the XXXV. LEGAL NOTICES section regarding the HIPAA Notice and other enrollment rights.**

## XXV. PLAN ADMINISTRATOR

The Plan Administrator for the Lumen Retiree and Inactive Health Plan (which includes your Pre-91 Retiree medical program) is:

Lumen Employees' Benefit Committee  
214 E 24th St  
Vancouver, WA 98663

**Discretionary Authority.** The Plan Administrator has the right and discretion to determine all matters of fact or interpretation relative to the administration of the Plan - including questions of eligibility, interpretation of Plan provisions and all other matters.

The decisions of the Plan Administrator, and any other person or group to whom such discretion is delegated, shall be conclusive and binding on all persons.

## XXVI. CLAIMS ADMINISTRATION

Claims under the Plan are processed and paid by:

UnitedHealthcare Insurance Company  
P.O. Box 30555  
Salt Lake City, UT 84130

**Note:** The Plan Document governs the operation of the Plan at all times.

Whenever you have a question or concern regarding your Benefits or a claim, please call the Claims Administrator for the benefit option using the telephone number for Customer Service listed on your ID card.

The Claims Administrators shall not be deemed or construed as an "employer" for any purpose with respect to the administration or provision of Benefits under the Plan. The Claims Administrators shall not be responsible for fulfilling any duties or obligations of an "employer" with respect to the Plan.

## XXVII. PLAN FUNDING AND PAYMENT OF BENEFITS

This Plan is self-insured by the Company. UnitedHealthcare provides claims processing services for the Company and administers the payment of Benefits. All Plan Benefits are paid through the claims processing system established with the Claims Administrator. Except for contributions you may make toward your Plan coverage as described in the earlier section on "Cost," the Company pays for your Plan Benefits from its general assets. However, the Company may choose to fund a portion of your health care coverage from one or more trusts established by the Plan sponsor or its affiliates. These trust funds would then be available for payment of your Plan Benefits in lieu of payment directly from the Company's general funds. The Company's contributions, if any, to the trust funds may be in the form of the Company's common stock, in accordance with the requirements of ERISA. If the Plan is terminated, any Plan assets will be applied to the payment of Benefits, insurance premiums, or administrative expenses incurred in the provision of Benefits, and in no event will trust assets be returned to the Company.

The UnitedHealthcare Medicare Advantage PPO Plan is fully insured. The Health Reimbursement Account is subsidized by Lumen general assets and are subject to “caps” established for a Plan Year by the Company. Both of these Plans are subject to change and are not guaranteed offerings in future years.

## XXVIII. PLAN RECORDS

The Plan and all of its records are kept on a calendar-year basis beginning January 1 and ending December 31 of each year.

### PLAN SPONSOR, EMPLOYER IDENTIFICATION NUMBER OF PLAN SPONSOR AND PLAN NUMBER

The Plan Sponsor is identified by the following numbers under Internal Revenue Service rules:

| Plan Sponsor   | Employer Identification Number of Plan Sponsor (assigned by the IRS) | Plan Identification Number (assigned by the Company) |
|--|--|--|
| Lumen, inc<br>100 CenturyLink Dr.<br>Monroe, LA 71203-2041 | 72-0651161   | 551  |

The Plan Sponsor is Lumen, Inc. The Plan Sponsor provides certain administrative services in connection with the Plan. The Plan Sponsor may, from time to time in its sole discretion, contract with outside parties to arrange for the provision of other administrative services including arrangement of access to a Network Provider; claims processing services, including coordination of Benefits and subrogation or recovery; care coordination; and complaint resolution assistance. These external administrators are referred to as the Claims Administrators. The Lumen Employee Benefits Committee is the Plan Administrator and a named fiduciary for the Plan. The Lumen Employee Benefits Committee has also designated the Claims Administrator of each plan benefit option under the Plan as the claim fiduciary and delegated to each the authority and discretion to administer the Plan benefit option.

## XXIX. PLAN CONTINUANCE

### Information regarding Benefit commitments by the Company to Pre-91 Retiree Plan participants.

Lumen is pleased to provide further information regarding the commitments communicated previously to Pre-'91 Retirees. Language has been added to the formal Plan Documents to specify the following:

#### Pre-'91 Retirees:

(See definition of “Pre-'91 Retirees” in the **IV. DEFINITIONS** section of this SPD)

As a Pre-'91 Retiree of Lumen, you will be covered for your lifetime by a program of medical and dental coverage that meets at least the following requirements:

- The same premium requirements that were in place under your Plan\* effective January 1, 1996, will be continued without change. This means no premiums will be charged for coverage on you and your Class I Dependents, and **100%** of Medicare Part B premiums will continue to be reimbursed as they have in the past. (Premiums for COBRA, Surviving Spouse, Class II Dependents, and Sponsored Child coverage will be charged and adjusted on the same basis as they have in the past.)
- You will not be required to obtain medical and/or dental care under your Plan from a limited network of health care providers selected by the Company or Plan Administrator. This means you will not be required to join an HMO or use a PPO, for example.
- Your Plan will maintain all the same schedules for medical and dental expense coverage as were in effect under your Plan on January 1, 1996, and which are reflected in this updated Summary Plan Description. This means the reimbursement schedules, covered services and treatments, Annual Enrollments, Surviving Spouse and Dependent coverage's (including provisions for survivor medical coverage after the death of the Pre-'91 Retiree) and other terms under which your Plan Benefits are calculated will remain the same as they were on January 1, 1996, and as

they are described in this updated Summary Plan Description.

- To the extent that changes in the health care industry or markets, or new governmental mandates, prevent the Company from meeting the three commitments described above, the Company will use reasonable efforts to maintain an equivalent program of medical and dental coverage. (An example of a change beyond the Company's control might be, for example, if by future legislation, all medical care in a given state is required to be provided only through a network of providers. This would make it necessary for all Pre-'91 Retirees, along with all others in that state, to use a network provider.)

Any medical and/or dental coverage that meets the minimum commitments described above may only be changed by Lumen in a manner that keeps your Plan 4 in compliance with those commitments. An example of a permissible change would be the selection of a new Claims Administrator (as has occurred in the past). No change may be made if the Plan Administrator (acting in the best interest of the Pre-'91 Retirees as a whole) determines that the change violates any of the commitments described earlier in this section. These commitments are binding on Lumen, Inc., the sponsor of the Plan, and cannot be revoked. In all events, however, Lumen has the obligation to conform its Plans to the requirements of applicable laws. Please note however, that as a standalone retiree health care plan, the Plan is exempt from the requirements of the Patient Protection and Affordable Care Act ("PPACA"). While Lumen has decided to voluntarily comply with certain provisions of PPACA, this voluntary compliance is separate from and not a part of the health care coverage commitment to Legacy Qwest Pre-1991 Retirees. This voluntary compliance with certain provisions of PPACA also does not waive the Plan's exempt status. The Company may choose in its sole discretion to no longer apply these provisions at any time.

\* "Your Plan" means the Company guaranteed coverage for medical and dental expense plan that has been provided to you by Lumen.

## XXX. PLAN DOCUMENTS

The information included in this SPD describes only the highlights of your Plan. These descriptions do not attempt to cover all details of the Plan. Specific details are contained in the master contracts, the official Plan Documents, insurance policies and/or the Trust agreement which legally govern the operation of the Plans and govern any questions arising under the Plans. Master contracts exist between the Company and its Claims Administrators. All questions concerning Plan Benefits and any conflicts between this summary and the official Plan Document will be governed by the terms of the official Plan Document.

### Invalid Provisions

In the event any provisions of the Plan Documents may be held illegal or invalid for any reason, such illegality or invalidity will not affect remaining sections of the Plan and the Plan will be construed and enforced as if said illegal or invalid provisions had never been inserted therein.

### Participating Companies

Participants and beneficiaries may obtain, upon written request to the Plan Administrator, information as to whether a particular subsidiary or affiliate of the Company is a participating employer in the Plan.

### Participating Providers and Employers

Participants and beneficiaries under the Plan may obtain Participating Provider Lists upon request to the Claims Administrator(s) listed above, or upon written request to the Plan Administrator.

## XXXI. LEGAL SERVICE

Process in legal actions with respect to the provisions of the Plan should be directed to the Plan Administrator – Lumen Chief Privacy Officer, 931 14th Street, 9th Floor, Denver, 80202 or on the Plan Sponsor's agent for service of legal process – CT Corporation System 7700 East Arapahoe Road, Suite 220 Centennial, CO 80112.

## XXXII. PLAN TYPE

The Plan is classified under the Employee Retirement Income Security Act of 1974 (ERISA) as a group health plan.

## XXXIII. YOUR RIGHTS AS A PLAN PARTICIPANT

As a Participant in the Lumen Retiree and Inactive Health Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants shall be entitled to:

### **Receive Information About Your Plan and Benefits.**

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites 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 Pension and Welfare Benefit Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, 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 the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of the Summary Annual Report.

### **Continue Group Health Plan Coverage**

Continue health care coverage for yourself, Spouse or Dependents if there is a loss of coverage under the Plan as a result of a Qualifying Event. You or your Dependents may have to pay for such coverage. Review this Summary Plan Description and the documents governing the Plan on the rules governing your COBRA continuation coverage rights.

Reduction or elimination of exclusionary periods of coverage for preexisting conditions under your group health plan, if you have creditable coverage from another plan. You should be provided a certificate of creditable coverage, free of charge, from your group health plan or health insurance issuer when you lose coverage under the Plan, when you become entitled to elect COBRA continuation coverage, when your COBRA continuation coverage ceases, if you request it before losing coverage or if you request it up to 24 months after losing coverage. Without evidence of creditable coverage, you may be subject to a preexisting condition exclusion for 12 months (18 months for late enrollees) after your enrollment date in your coverage.

### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the 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.

### **Enforce Your Rights**

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 request a copy of Plan documents or the latest annual report 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 Administrator. If you have a claim for Benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's 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 cost 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.

### **Assistance with Your Questions**

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions 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 Pension and Welfare Benefits 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 D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration.

### **A Word About Your Privacy**

The Plan will use protected health information ("PHI") to the extent of and in accordance with the uses and disclosures permitted by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Specifically, the Plan will use and disclose PHI for purposes related to health care treatment, payment for health care and health care operations. Please see the **NOTICE OF HIPAA RIGHTS** in the **XXXV. LEGAL NOTICES** section for more information.

## **XXXIV. GENERAL INFORMATION**

### **MISCELLANEOUS INFORMATION**

#### **Our Relationship with Providers**

The relationships between us and Network Providers and the Claims Administrator are:

- Solely contractual relationships between independent contractors
- Not that of agents or Employees

Furthermore, the Claims Administrator shall not be deemed or construed as an employer or Plan Administrator for any purpose with respect to the administration or provision of Benefits under the Plan.

The relationship between us and you are that of employer and Employee, Dependent or other classification as defined in the Plan.

#### **Your Relationship with Providers**

The relationship between you and any Provider are that of patient and Provider.

- You are responsible for choosing your own Provider.
- You must decide if any Provider treating you is right for you. This includes Network Providers you choose and Providers to whom you have been referred.
- You must decide with your Provider what care you should receive.
- Your Provider is solely responsible for the quality of services provided to you.



## Records and 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 requested, 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 request this information at any reasonable time. This applies to all Covered Persons, 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 concerning health care services which are necessary to implement and administer the terms of the Plan, for appropriate medical review or quality assessment, or as we are required by law or regulation. For complete listings of your medical records or billing statements, we recommend that you contact your Provider. Providers may charge you reasonable fees to cover their costs for providing records or completing requested forms. If you request medical forms or records from us, we also may charge you reasonable fees to cover costs for completing the forms or providing the records. In some cases, we and the Claims Administrator will designate other persons or entities to request records or information from or related to you and will release those records as necessary. Our designees have the same rights to this information as we have.

During and after the term of the Plan, we and our related entities may use and transfer the information gathered under the Plan, including claim information for research, database creation, and other analytic purposes.

## Interpretation of Plan

The Plan Administrator and the Claims Administrator have sole and exclusive discretion in:

- Interpreting Benefits under the Plan
- Interpreting the other terms, conditions, limitations, and exclusions set out in the Plan, including this SPD
- Determining the eligibility, rights, and status of all persons under the Plan
- Making factual determinations, finding and determining all facts related to the Plan and its Benefits
- Having the power to decide all disputes and questions arising under the Plan

The Plan Administrator and the Claims Administrator may delegate this discretionary authority to other persons or entities who provide services in regard to the administration of the Plan.

In certain circumstances, for purposes of overall cost savings or efficiency, the Claims Administrator may, in its sole discretion, offer Benefits for services that would not otherwise be covered health services. The fact that the Claims Administrator does so in any particular case shall not in any way be deemed to require them to do so in other similar cases.

## Clerical Error

If a clerical error or other mistake occurs, 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. It is your responsibility to confirm the accuracy of statements made by the Plan or our designees, including the Claims Administrator, in accordance with the terms of this SPD and other Plan Documents.

## Administrative Services

The Plan Administrator or its delegate(s) may, in our sole discretion, arrange for various persons or entities to provide administrative services in regard to the Plan, such as claims processing and utilization management services. The identity of the service providers and the nature of the services they provide may be changed

from time to time in our sole discretion. We are not required to give you prior notice of any such change, nor are we required to obtain your approval. You must cooperate with those persons or entities in the performance of their responsibilities.

## **Examination of Covered Persons**

In the event of a question or dispute regarding Benefits, the Plan may require that a Network Physician of the Plan's choice examine you at our expense.

## **Conformity with Statutes**

Any provision of the Plan which, on its effective date, is in conflict with the requirements of federal statutes or regulations, or applicable state law provisions not otherwise preempted by ERISA (of the jurisdiction in which the Plan is delivered), is hereby amended to conform to the minimum requirements of such statutes and regulations. As a self-funded plan, the Plan generally is not subject to State laws and regulations including, but not limited to, State law benefit mandates. However, for those benefit options that are insured, the Benefits are subject to State laws and regulations including, but not limited to, State law benefit mandates.

## **Incentives to You**

At various times the Claims Administrator may offer coupons or other incentives to encourage you to participate in various wellness programs or certain disease management programs. The decision about whether or not you choose to participate is yours alone, but you should discuss participating in such programs with your Provider. These incentives are not plan Benefits and do not alter or affect your Benefits. Contact the Claims Administrator if you have any questions.

## **Other Incentives**

Rebates may be payable by pharmaceutical and other companies with respect to certain prescriptions and supplies covered by the Plan. These rebates, if any, are retained by the Plan in general assets to defray the cost of the Plan.

## **REFUND OF BENEFIT OVERPAYMENTS**

If the Plan pays Benefits for expenses incurred by a Covered Person, that Covered Person, or any other person or organization that was paid, must refund the overpayment if either of the following apply:

- All or some of the expenses were not paid by the Covered Person or did not legally have to be paid by the Covered Person
- All or some of the payment we made exceeded the cost of Benefits under the Plan (including Medicare Part B premiums)

The refund equals the amount the Plan paid in excess of the amount the Plan should have paid under the Plan. If the refund is due from another person or organization, the Covered Person agrees to help the Plan get the refund when requested.

If the Covered Person, or any other person or organization that was paid, does not promptly refund the full amount, we may reduce the amount of any future Benefits that are payable under the Plan. The reductions will equal the amount of the required refund. The Plan may have other rights in addition to the right to reduce future Benefits.

Additionally, if the Covered Person was determined not to be eligible for any Benefits under the Plan, that individual must refund the amount of the excess Benefit payment.

## **TIME LIMITATION ON CIVIL ACTIONS**

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

The Health Plan provides that no person has the right to file a civil action, proceeding or lawsuit against the Health Plan or any person acting with respect to the Health Plan, including, but not limited to, the Company,

any Participating Company, the Committee or any other fiduciary, or any third party service provider, **after the last day of the 12<sup>th</sup> month following the later of** (a) the 60th day after receipt by the claimant of written notification of the Adverse Benefit Determination or (b) the date on which the Adverse Benefit Determination on appeal was issued with respect to such Plan Benefit claim.

## XXXV. LEGAL NOTICES

### NOTICE OF HIPAA RIGHTS

To request a HIPAA certificate for you or any of your eligible Dependents who were enrolled under your health coverage contact the Lumen Health and Life Service Center at **833-925-0487** or **317-671-8494**.

#### HIPAA Guaranteed-Issue Requirements

HIPAA requires that all health insurance carriers that offer coverage in the *individual* market accept any eligible individuals who apply for coverage without imposing a pre-existing condition exclusion. However, you may lose this right to avoid having pre-existing condition exclusion apply to you if you have more than a 63-day gap in health coverage. To take advantage of this HIPAA right, you must elect COBRA and maintain it (by timely paying the premium) for the duration of your maximum COBRA coverage period, and then apply for coverage with an *individual* insurance carrier before you have a 63-day lapse in coverage. Since we do not sponsor this other health coverage, you should contact that insurer directly, your independent insurance specialist or the State insurance commissioner for more information.

#### Notice of Privacy Practices

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

**Privacy Officer Designation/Contact Information.** Linda Gardner is the designated Chief Privacy Officer (“Privacy Officer”). The Privacy Officer has designated the HIPAA Compliance Committee or its designee to answer any questions regarding this Notice or the subject addressed in it.

Please forward inquiries to the:

HIPAA Compliance Committee

-or-

E-Mail: [askHIPPA@centurylink.com](mailto:askHIPPA@centurylink.com)

-or-

Call the the Lumen Integrity Line at **800-333-8938**, Select Option 1 (Personal Health Information or HIPAA issues)

**General Information About This Notice.** This Notice relates to the use and disclosure of your medical information by the Plan maintained by Lumen, Inc.

The term “Plan” as used in this Notice means only the portions of this plan that provide group health benefits (for example, medical, dental, vision, employee assistance and medical expense reimbursement).

The Plan continues its commitment to maintaining the confidentiality of your medical information for the purpose of your Plan coverage. This Notice describes the Plan’s legal duties and privacy practices with respect to that information. This Notice also describes your rights and the Plan’s obligations regarding the use and disclosure of your medical information. Your personal doctor or health care provider may have different policies or notices regarding the doctor’s or health care provider’s use and disclosure of your health information created in the doctor’s or health care provider’s office or clinic.

This Notice applies to:

- The portions of the Plan listed above that provide group health benefits;
- Any company employee or other individuals acting on behalf of the Plan; and

- Third parties performing services for the Plan.

The Plan is required by law to:

- Follow the terms of the Notice that are currently in effect;
- Provide you with specific information about your rights with respect to your medical information;
- Maintain the privacy of your medical information;
- Give you this Notice of the Plan's legal duties and privacy practices with respect to medical information about you
- Notify you if there is a breach of your unsecured PHI.

**Plan Use And Disclosure of Your Medical Information.** The Plan is required by law to maintain the privacy of your PHI. PHI is any information that identifies you, such as your name or address, paired with medical information such as:

- your past, present or future physical or mental health or condition; or
- the provision of health care to you; or
- the past, present or future payment for the provision of health care.

The Plan may use your PHI in certain ways that are described below in more detail. If PHI is intended to be used or disclosed by the Plan for underwriting purposes, be advised that the Plan will not use or disclose an individual's genetic information for such purposes.

**Use or Disclosure for Treatment.** The Plan may use and disclose your PHI to others to facilitate your medical treatment, which includes the provision, coordination, or management of your health care and can include consultation between one or more of your providers. For example, the Plan may disclose information regarding your prior prescriptions to a pharmacist to determine if a pending prescription will conflict with a prior prescription. For these purposes, the Plan may disclose information to business associates of the Plan.

**Use or Disclosure for Payment.** The Plan may use and disclose your PHI to others, such as a Business Associate, so that the Plan can facilitate proper payment for treatment and services provided to you. This includes, but is not limited to, making coverage determinations, claims management, subrogation and recovery, reviews for medical necessity and appropriateness of care, utilization and notification reviews. For example, the Plan may use your PHI to determine your benefit eligibility or coverage level, to pay a health care provider for your medical treatment or to reimburse you for your direct payment to a health care provider. The Plan may tell a health care provider, or Business Associate whether you are eligible for coverage or what percentage of the bill will be paid by the Plan.

**Use or Disclosure for Health Care Operations.** The Plan may use and disclose your PHI to the extent necessary to administer and maintain the Plan. For example, the Plan may use your PHI in the process of negotiating contracts with third party carriers, such as HMOs and provider networks, for legal services, for internal audits (including fraud and abuse compliance programs), business planning, or for cost management purposes. For these purposes, the Plan may disclose your PHI to business associates of the Plan.

**Disclosure to Lumen.** With respect to your Plan coverage, the Plan may use and disclose your PHI to **Lumen** as permitted or required by the Plan documents or as required by law. Certain employees of **Lumen** who perform administrative functions for the Plan may use and disclose your PHI for Plan administration purposes. Any PHI disclosure to **Lumen** by the Plan for other than plan administration purposes will require your written authorization. At no time will PHI be disclosed to **Lumen** for employment-related actions or decisions, except for drug and alcohol test results under certain circumstances.

**Disclosures to Family, Close Friends or Designated Individual.** Under certain circumstances, and as permitted by law, the Plan may release to a family member, other relative, or someone who is involved in your health care or payment for your care, PHI that is directly relevant to their involvement. Upon your death, the Plan may disclose such PHI to a family member, other relative or other person involved in your care or payment for health care prior to your death, unless doing so is inconsistent with your known, expressed preference.

**Special Situations.** The following are examples of when the Plan may disclose your PHI without your written authorization (this list is not exhaustive and there may be other situations when it would be necessary to disclose PHI that are not addressed here):

**Required by law.** The Plan may disclose medical information about you when required to do so by federal, state, or local law. For example, we may disclose medical information when required by a court order in litigation, such as a malpractice action.

**Public Health Risks.** The Plan may use or disclose your PHI for public health reasons. These reasons may include the following:

- Prevention or control of disease, injury or disability;
- To report child abuse or neglect;
- To report reactions to medications or problems with products;
- To notify individuals of recalls of medications or products they may be using; and
- To notify a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition.

**Victims of Abuse, Neglect, or Domestic Violence.** As permitted or required by law, the Plan may disclose your PHI to an appropriate government authority if the Plan reasonably believes you are the victim of abuse, neglect or domestic violence. If the conduct does not involve a child, the Plan will make this disclosure only if the victim agrees or when required or authorized by law.

**To Avert a Serious Threat to Health or Safety.** The Plan may use and disclose your PHI when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person. Any disclosure, however, would only be to someone able to help prevent the threat. For example, we may disclose your PHI in a proceeding regarding the licensure of a physician. The Plan may also release medical information about you to authorized government officials for purposes of public health or safety.

**Health Oversight Activities.** As authorized by law, the Plan may disclose your PHI to health oversight agencies. Such disclosure will occur during audits, investigations, inspections, licensure, and other government monitoring and activities related to health care provision or public benefits or services.

**Law Enforcement, Judicial Proceedings, Lawsuits, and Disputes.** The Plan may disclose your PHI in response to a court or administrative tribunal order, subpoena, warrant, summons or other lawful process, provided that the Plan discloses only the PHI expressly authorized by such legal process.

If you are involved in a lawsuit or a dispute, the Plan may disclose your PHI when responding to a subpoena, discovery request or other lawful process where there is no court order or administrative tribunal order. Under these circumstances, the Plan will require satisfactory assurance from the party seeking your PHI that such party has made reasonable effort either to ensure that you have been given notice of the request or to secure a qualified protective order.

**National Security and Intelligence Activities.** The Plan may release medical information about you to authorized federal officials for intelligence, counterintelligence and any other national security activities authorized by law.

**Military and Veterans.** If you are or were a member of the armed forces, the Plan may release your PHI as required by military command authorities. The Plan may also release PHI about foreign military personnel to the appropriate authority.

**Inmates.** If you are an inmate of a correctional institution or under the custody of a law enforcement officer, the Plan may disclose your PHI to the institution or officer. This may happen, for instance, if the institution needs to provide you with health care, to protect your health or safety or the health and safety of others or to protect the safety and security of the correctional institution.



**Organ, Eye and Tissue Donation.** The Plan may release your PHI to an organization that handles organ procurement or organ, eye or tissue transplantation or to an organ donation bank as necessary to facilitate organ or tissue donation and transplantation. This may happen, for instance, if you are an organ donor or are seeking an organ transplant.

**Coroners, Medical Examiners and Funeral Directors.** Upon your death, the Plan may release your PHI to a coroner or medical examiner for purposes of identifying you or to determine a cause of death, and to funeral directors as necessary to carry out their duties.

**Workers' Compensation and Disability Plan.** The Plan may release your PHI to comply with Workers' Compensation or similar programs, such as the Disability Plan.

**Your Written Authorization.** Generally, the Plan must have your written authorization to use or disclose your PHI in circumstances not covered by this Notice or the laws that apply to the Plan. For example the following require your valid authorization prior to the use or disclosure of your PHI:

- **Psychotherapy notes.** The Plan must have your written authorization for many uses or disclosure of any psychotherapy notes.
- **Marketing.** We are required to advise that the Plan must have your written authorization for any use or disclosure of PHI for marketing; however, the Plan does not use PHI for marketing.
- **Sale of Protected Health Information.** We are required to advise that the Plan must have your written authorization for any disclosure for the sale of your PHI; however, the Plan does not sell PHI.

If you provide the Plan with authorization to use or disclose your PHI, you may revoke that permission, in writing, at any time. If you revoke your authorization, the Plan will no longer use or disclose your PHI for the reasons covered by your written authorization. However, you must understand that the Plan is unable to take back any disclosures already made based on your prior authorization.

**Your Rights.** You have the following rights regarding your PHI maintained by the Plan:

**Right to Request a Restriction.** You have the right to request a restriction or limitation on the Plan use or disclosure of your PHI for treatment, payment, or health care operations purposes. You also have the right to request a limit on the type of PHI the Plan discloses about you to someone who is involved in your care or the payment of your care. For example, you may ask the Plan not to disclose your PHI to a certain family member or you may ask the Plan to limit your PHI provided to a large case manager who is assigned to you. In most cases, the Plan is not required to agree to your request. If the Plan does agree, the Plan will comply with your request unless the information is needed to provide you with emergency treatment.

To request restrictions on the use and disclosure of your PHI, you must complete and submit a written request to the HIPAA Compliance Committee or its designee (e.g. a claims administrator such as UnitedHealthcare). Your written request must specify the following:

- The information you want to limit;
- Whether you want the Plan to limit the use, disclosure, or both; and
- To whom you want the restrictions to apply.

**Right to Receive Confidential Communications.** You have the right to request that the Plan communicate with you about your PHI in a certain manner or at a certain location. For example, you may request that the Plan contact you only at work and not at home, or the Plan send written correspondence to a post office box.

To request a specific manner to receive confidential communications, you must complete and submit a written request to HIPAA Compliance Committee or its designee (e.g. a claims administrator such as UnitedHealthcare). The Plan will accommodate all reasonable requests if you clearly state that you are requesting the confidential communication because you feel that disclosure could endanger you. Your request must specify how or where you wish to be contacted.

**Right to Inspect and Copy Documents Containing PHI.** In most cases, you have a right to inspect and obtain a copy of your PHI contained in a "designated record set," for as long as the Plan maintains the PHI.

“Designated Record Set” includes the medical records and billing records about individuals maintained by or for a covered health care provider; enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan; or other information used in whole or in part by or for the covered entity to make decisions about individuals. Information used for quality control or peer review analyses and not used to make decisions about individuals is not in the Designated Record Set.

The requested information will be provided within 30 days if the information is maintained on site or within 60 days if the information is maintained offsite. A single 30- day extension is automatically allowed if the Plan is unable to comply with the 30 day deadline.

You or your personal representative will be required to complete a form to request access to the PHI in your Designated Record Set. Requests for access to PHI should be made in writing to the HIPAA Compliance Committee or its designee (e.g. a claims administrator such as UnitedHealthcare). A reasonable, cost-based fee may be charged.

If access is denied, you or your personal representative will be provided with a written denial setting forth the basis for the denial and a description of how you may complain to the HIPAA Compliance Committee or the Secretary of the U.S. Department of Health and Human Services.

**Right to Amend your PHI.** You have the right to request the Plan to amend your PHI or a record about you in a Designated Record Set for as long as the PHI is maintained in the Designated Record Set.

The Plan has 60 days after the request is made to act on the request. A single 30-day extension is automatically allowed if the Plan is unable to comply with the deadline. If the request is denied in whole or part, the Plan must provide you with a written denial that explains the basis for the denial. You or your personal representative may then submit a written statement disagreeing with the denial and have that statement included with any future disclosures of your PHI.

Requests for amendment of PHI in a Designated Record Set should be made to the HIPAA Compliance Committee or its designee (e.g. a claims administrator such as UnitedHealthcare). You or your personal representative will be required to complete a form to request amendment of the PHI in your designated record set and provide the reasons in support of an amendment to your PHI.

**Right to Receive an Accounting of Disclosures of Your PHI.** You have the right to request a list of the disclosures of your PHI the Plan has made about you, subject to certain exceptions. For example, the accounting need not include PHI disclosures made:

- To carry out treatment, payment or health care operations; or
- To individuals about their own PHI; or
- Based on your own authorization; or
- Due to emergency; or
- Disclosures incident to other permissible or required disclosures.

In order to receive an accounting of disclosures, you must submit a written request to the HIPAA Compliance Committee. Your request must include the following:

- The time period for the accounting, which may not be longer than 6 years and may not include dates prior to April 14, 2003; and
- The form (i.e., electronic, paper, etc.) in which you would like the accounting

Your first request within a 12-month period will be free. The Plan may charge you a reasonable, cost-based fee for providing you any additional accounting. The Plan will notify you of the costs involved, and you may choose to withdraw or modify your request before you incur any costs.

If the accounting cannot be provided within 60 days, a single 30 day extension is automatically allowed if the Plan is unable to comply with the deadline.

**Right to Receive a Paper Copy of This Notice.** You have the right to receive a paper copy of this Notice, even if you previously agreed to receive this Notice electronically.

In order to receive a paper copy, you must submit a written request to the HIPAA Compliance Committee. You also may obtain a copy of this Notice under HR Link>Benefits>Important Benefits and Documents.

**Personal Representatives.** You may exercise your rights through a personal representative. Your personal representative will be required to produce evidence of his or her authority to act on your behalf before that person will be given access to your PHI or allowed to take any action on your behalf. Proof of such authority may take one of the following forms:

- The power of attorney for health care purposes notarized by a Notary Public;
- A court order of appointment of the person as the conservator or guardian of the individual; or
- An individual who is the parent of a minor child.

The Plan retains discretion to deny access to your PHI to a personal representative to provide protection to those vulnerable people who depend on others to exercise their rights under these rules and who may be subject to abuse or neglect. The Plan also retains discretion to deny access to a parent to PHI of a minor child where permitted by law.

**Filing a Complaint Against the Plan.** If you believe your rights have been violated, you may file a written complaint with the Plan. The written complaint should contain a brief description of how you believe your rights have been violated. You should attach any documents or evidence that supports your belief, along with the Plan Notice of Privacy Practices provided to you, or the date of such Notice. The Plan takes complaints very seriously. You will not be retaliated against for filing such a complaint. Please call the Lumen Integrity Line at **800-333-8938** and select Option 1 (Personal Health Information or HIPPA issues) for additional information. Please send all written complaints to:

HIPAA Compliance Committee  
Lumen Technologies, Inc.  
931 14th Street, 9th Floor,  
Denver, 80202  
-or-  
E-mail: [askHIPPA@centurylink.com](mailto:askHIPPA@centurylink.com)

You may also file complaints with the United States Department of Health and Human Services, which may be contacted at the following address:

Office for Civil Rights  
U.S. Department of Health and Human Services  
200 Independence Avenue, S.W.  
Room 509F, HHH Building Washington, D.C. 20201  
**800-368-1019**

The Plan will not retaliate against you for filing a complaint.

### **Additional Information About This Notice.**

**Changes to This Notice.** The Plan is required by law to maintain the privacy of PHI and to provide individuals (participants and beneficiaries) with notice of its legal duties and privacy practices.

This notice has been in effect and the Plan is required to comply with the terms of this notice. However, the Plan reserves the right to change its privacy practices and to apply the changes to any PHI received or maintained by the Plan prior to that date. If a privacy practice is changed, or if the Plan needs to amend this Notice due to changes in its operation, then this notice will be amended and an updated Notice will be made available to you. Any revised version of this Notice will be distributed and made available on the Lumen Health and Life Service Center website within 60 days of the effective date of any material change to the Plan or other privacy practices stated in this Notice.

**No Guarantee of Employment.** Nothing contained in this Notice shall be construed as a contract of employment between Lumen and any employee, nor as a right of any employee to be continued in the employment of Lumen or as a limitation of the right of Lumen to discharge any of its employees, with or without cause.

**No Change to Plan.** Except for the privacy rights described in this Notice, nothing contained in this Notice shall be construed to change any rights or obligations you may have under the Plan. You should refer to the Plan documents, including your summary plan description and summaries of material modifications, for complete information regarding any rights or obligations you may have under the Plan.

## **NOTICE OF CREDITABLE COVERAGE (NOCC)**

This is an Important Notice from Lumen About Lumen Health Care Plans' Prescription Drug Coverage and Medicare Prescription Drug Coverage.

**This Notice is mailed to you each year. Please watch for it in your mail typically the month of October.**

**Read this notice carefully—it explains the options you have under Medicare prescription drug coverage and can help you decide whether or not you should enroll.**

This Notice also advises of the determination **each year** as to whether or not the prescription drug coverage is considered to have Creditable Coverage, meaning you can enroll in the Company Plan and not pay a higher premium (a penalty) for Medicare prescription drug coverage if you later decide to join a Medicare drug plan.

However, Legacy Qwest Pre-1991 Retiree who decides to enroll in the Medicare Advantage Plan, Waive with HRA Plan or the No Coverage option, you will not continue to be eligible to receive Lumen Retiree and Inactive Health Plan prescription drug or medical coverage. You will receive your prescription drug or medical coverage under the alternative option you elect.

Again, refer to the annual mailing of the NOCC for more details.

## **QUALIFIED MEDICAL CHILD SUPPORT ORDERS (QMCSO)**

The Health Plan complies with all Qualified Medical Child Support Orders ("QMCSO"). A QMCSO is a court order, under State family or child support laws that mandates that one parent is obligated to provide coverage under an employer's medical plan to a minor child at the parent's expense. This allows your minor child to be enrolled in a group health plan anytime throughout the year. The child remains enrolled in the plan until a new court order removes the QMCSO or the child becomes ineligible for coverage under the plan's terms (for example, the child reaches age 26 or the parent is no longer eligible). Typically, a custodial parent will obtain a QMCSO or NMSN as part of a child support arrangement.

- If you have a QMCSO, you must send a copy of it to the Service Center.
- If you have currently waived coverage under the Plans, and the QMCSO requires your dependent children to be covered, you will be automatically set up with default coverage (the "Retiree Health Care Commitment" or, "Guaranteed Coverage" Medical and Dental Plan) depending on the court order.

You may still need to establish that you are the child's parent if the QMCSO does not establish your relationship to the child. Stepchildren are not covered by a QMCSO. This means that if you are a Lumen Retiree and your spouse is required by court order to provide health coverage for his or her children, who are your stepchildren, that court order is not a QMCSO on you, and the Plan is not subject to it. You may validate stepchildren by providing the documents required as outlined above.

If you have questions regarding a QMCSO, where to send your QMCSO or whether you have one on file, contact the Lumen Health and Life Service Center at **866-935-5011 or 800-729-7526**.

## **CIRCUMSTANCES THAT MAY AFFECT YOUR PLAN BENEFITS**

Under certain circumstances all or a portion of your Benefits under the Plan 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 or your Dependents are no longer eligible Dependents
- The Plan is amended or terminated, subject to the terms of the written agreement specific to Legacy Qwest Pre-'91 Retirees
- You attain the maximum benefit or limit available under the Plan, such as may apply to certain Health Plan benefit options
- The expense incurred was not Medically Necessary, was Investigational or Experimental, was specifically excluded, or exceeded the Reasonable and Customary charge
- There is duplicate health care coverage, or you become eligible for Medicare (Part A, Part B or both), and Plan Benefits are coordinated with the Benefits provided under another group health or dental plan or Medicare
- You misrepresent or falsify any information required under the Plan; you will not be permitted to benefit under the Plan from your own misrepresentation
- You have been overpaid a benefit and the Plan seeks restitution
- If you or your Dependents receive benefits from the Plan for injuries caused by a third party, the Plan has the right to obtain restitution, or to obtain recovery by other equitable means, including the repayment of the benefits paid under the Plan from any part of payments received from your insurance carrier or from or by any other party, including an insurance carrier
- Your coverage under the Plan is terminated for one of a variety of reasons, for example, failure to timely pay a COBRA premium
- You become reemployed, directly or indirectly, by Lumen or any Lumen Company, or one of its suppliers or contractors
- You delay bringing a claim for a benefit beyond the time periods permitted by the Plan, which such delay would impact your ability to bring an action or civil suit. Refer to the heading in this SPD entitled "Time Limitation on Civil Actions" in the "General Information" section.

## **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, 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 requests to validate eligibility.

## **WOMEN'S HEALTH AND CANCER RIGHTS ACT OF 1998**

This notice is being provided to you in accordance with the requirements of the Federal law entitled the Women's Health and Cancer Rights Act of 1998 (the "Act").

The Retiree and Inactive Health Plan provides medical and surgical Benefits in connection with a mastectomy. In accordance with the requirements of the Act, the Plan also provides Benefits for certain Reconstructive Surgery. In particular, the Plan will provide, to an eligible participant who is receiving (or who presents a claim to receive) Benefits in connection with a mastectomy and who elects breast reconstruction in connection with such mastectomy, coverage for the following Benefits:



- reconstruction of the breast on which the mastectomy has been performed
- surgery and reconstruction of the other breast to produce symmetrical appearance
- prosthesis and treatment of physical complications associated with all stages of mastectomy, including lymphedemas, in a manner determined in consultation with the attending Physician and the patient

As with other benefit coverages under the Health Plan, this coverage is subject to the Health Plan's Annual Deductible, required Coinsurance payments, benefit maximums and Copay provisions that may apply under benefit options of the Health Plan. You should carefully review the provisions of the Health Plan, the health plan benefit option in which you elect to participate and its SPD regarding any applicable restrictions.

If you have any questions regarding this coverage, please contact your health care Claims Administrator by calling the number listed on your ID card.

## **STATEMENT OF RIGHTS UNDER THE NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT (NMHPA)**

Under federal law, the Health Plan generally may not restrict Benefits for any Hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a delivery by cesarean section. However, the Health Plan may pay for a shorter stay if the attending Provider (the Physician, nurse midwife, or Physician assistant), after consultation with the mother, discharges the mother or newborn child earlier than the 48 or 96 hours described above.

Also, under federal law, the Health Plan may not set the level of Benefits or Out-of-Pocket costs so that any later portion of the 48-hour (or 96-hour) stay is treated in a manner less favorable to the mother or newborn than any earlier portion of the stay.

In addition, the Health Plan may not, under federal law, require that a Physician, or other Provider, obtain authorization for prescribing a length of stay of up to 48 hours (or 96 hours). If you participate in the UHC Medicare Advantage PPO Plan, you should refer to UHC to find out if there are additional rules or Benefits available pursuant to State law. Refer to the contact information on the back of your ID card.

## **XXXVI. PREDECESSOR HEALTH CARE PLANS**

### **QWEST RETIREE HEALTH CARE Medical Plan 1 PREDECESSOR PLANS:**

**USWC Central (Mountain Bell) Medical Expense Plan** for occupational and management Employees who retired prior to January 1, 1991;

**USWC Eastern (Northwestern Bell) Medical Expense Plan 1** for occupational Employees who retired prior to January 1, 1987, and management Employees who retired prior to January 1, 1986;

**USWC Western (Pacific Northwest Bell)** occupational and management Employees who retired prior to April 1, 1986 and did not elect the "Health Care Plan";

**U S WEST Direct Medical Expense Plan** for occupational Employees who retired prior to January 1, 1991, and management Employees who retired prior to January 1, 1986;

**U S WEST Enterprises Medical Expense Plan** for occupational Employees who retired prior to January 1, 1991.

### **QWEST RETIREE HEALTH CARE MEDICAL Plan 2 PREDECESSOR PLANS:**

**U S WEST Business Resources, Inc. Medical Expense Plan** for CWA occupational Employees who retired after January 1, 1986;

**U S WEST Corporate Communications, Inc. Medical Expense Plan** for CWA occupational Employees who retired prior to January 1, 1991;

**USWC Eastern (Northwestern Bell) Medical Expense Plan II** for occupational Employees who retired after December 31, 1986;

**U S WEST non-regulated companies' Choice Plus Plan** for management and non-bargained Employees who retired after January 1, 1986;

**U S WEST non-regulated companies' Choice Plus Plan** for IBEW non- management Employees who retired after January 1, 1987.

**QWEST RETIREE HEALTH CARE MEDICAL Plan 3 PREDECESSOR PLAN:**

The Pacific Northwest Bell Telephone Company Health Care Plan.

**QWEST RETIREE HEALTH CARE MEDICAL PLAN 4 PREDECESSOR PLAN:**

The Northwestern Bell Telephone Company Health Incentive Plan (HIP).

*Note: See your dental benefit option SPD for information about dental Benefits.*