



# Qualified Transportation Plan (Commuter Spending Account)

## Summary Plan Description (SPD) For Full-Time Active Employees

Effective Jan. 1, 2024

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# Table of Contents

<b>INTRODUCTION</b> .....	<b>1</b>
<b>IMPORTANT FACTS ABOUT THE QUALIFIED TRANSPORTATION PLAN (COMMUTER SPENDING ACCOUNT)</b> .....	<b>1</b>
Plan Year .....	1
Plan Type and Name .....	1
Plan Funding and Administration .....	1
Identification of Plan Sponsor, Plan Administrator and Participating Companies .....	1
Service of Legal Process .....	2
Plan Amendment and Termination .....	2
Plan Administrator’s Discretion and Authority .....	2
<b>ELIGIBILITY</b> .....	<b>2</b>
<b>CONTRIBUTIONS</b> .....	<b>3</b>
Payroll Deductions .....	3
Limitation on Contributions/Payroll Deductions .....	3
<b>ELECTION OF BENEFITS</b> .....	<b>3</b>
Elections .....	3
Enroll or Change Contributions/Elections .....	4
Qualified Mass Transit .....	4
Qualified Parking .....	4
Drop/Stop Contribution/Elections .....	4
Cancellation or Revocation of Participation .....	5
<b>REIMBURSEMENT</b> .....	<b>5</b>
MyChoice Debit Card .....	5
Exceptions for Mass Transit Reimbursement .....	6
Allowable Expenses .....	6
Exclusions .....	7
Unused Amounts .....	7
Communication of Your Claim .....	7
<b>ADMINISTRATION AND CLAIMS</b> .....	<b>8</b>
Examination of Records .....	8
Claims Procedure .....	8
Claim Appeals .....	8
<b>AMENDMENT OR TERMINATION OF PLAN</b> .....	<b>9</b>
Amendment .....	9
Termination .....	9
<b>MISCELLANEOUS</b> .....	<b>9</b>
Plan Interpretation .....	9
Clerical Error .....	10
<b>GLOSSARY</b> .....	<b>10</b>

# INTRODUCTION

Lumen Technologies\* (hereinafter “Lumen” or “Company” or “Employer”) is pleased to provide you with this Summary Plan Description (“SPD”) for the Qualified Transportation Plan (hereinafter the “Commuter Spending Account” or the “Plan”). This SPD and the Plan document, describes your benefits, as well as rights and responsibilities, under the Plan.

The purpose of the Plan is to offer active Full-Time employees (includes Term Full-Time under Qwest Union) a transportation (mass transit and parking) benefit. The Plan is maintained for the exclusive benefit of the employees of the Company and is intended to comply with the requirements of Section 132(f) of the Internal Revenue Code. It is also intended that the provisions of the Plan to be “legally enforceable” as that term is defined and required under the Internal Revenue Code. The Plan is not an “employee welfare benefit plan” for purposes of Title I of the Employee Retirement Income Security Act (ERISA) of 1974, as amended.

The Plan allows you to set aside money from your paycheck on a pre-tax basis to pay for qualified expenses associated with commuting to and from work and/or parking while at work. The advantage is that you don’t pay federal taxes on your paycheck deductions, which therefore lowers your taxable income.

This SPD provides you with administrative details and other information about the Plan. If there is any conflict between the terms of the Plan document and this SPD, the terms of the Plan document will govern. The Company has delegated and reserved the Plan Administrator, the right to interpret and resolve any ambiguities in the Plan or any documents relating to the Plan in its sole and absolute discretion. Benefits do not create a contract of employment.

## IMPORTANT FACTS ABOUT THE QUALIFIED TRANSPORTATION PLAN (COMMUTER SPENDING ACCOUNT)

### Plan Year

The fiscal year of the Plan begins on Jan. 1 and ends on Dec. 31.

### Plan Type and Name

The Plan is a tax vehicle for purposes of Section 132(f) of the Internal Revenue Code as amended. It is not an “employee welfare benefit plan” subject to the federal law known as “ERISA.” The name of the Plan is Commuter Spending Account specifically for Commuter Transportation benefits and Qualified Parking exclusions. For purposes of this document, we will indicate **Mass Transit** and **Parking** to refer to Commuter Transportation benefits and Qualified Parking exclusions. The IRS Publication is 15-B at [IRS.gov/Pub15B](https://www.irs.gov/pub/15b).

### Plan Funding and Administration

The Plan is unfunded and is administered by the Claims Administrator, Businessolver through MyChoice Accounts (Businessolver’s system) available online through the Health and Life website at [lumen.com/healthandlife](https://lumen.com/healthandlife). There are no Company contributions, but employee contributions through payroll deductions are what funds the MyChoice Accounts.

### Identification of Plan Sponsor, Plan Administrator and Participating Companies

Lumen is the Plan Sponsor and the Lumen Employee Benefits Committee is the Plan Administrator who has delegated Businessolver (MyChoice Accounts), to act as the Claims Administrator of the Plan.

The address for the Claims Administrator is:

MyChoice Accounts, MSC 345475  
PO Box 105168,  
Atlanta, GA 30348 - 5168

## Service of Legal Process

Process in legal actions with respect to the provisions of the Plan should be directed to the Plan Sponsor's agent:

**Plan Administrator:**

Lumen Employee Benefits Committee  
214 East 24th Street  
Vancouver, WA 98663

**Agent for Service of Legal Process:**

Attention: Associate General Counsel - ERISA  
100 CenturyLink Drive  
Monroe, LA 71203

**Legal process may also be served at:**

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

## Plan Amendment and Termination

The Plan may be amended or terminated without prior notice in whole or in part at any time, with future or with retroactive effective date in writing approved by the Lumen Employee Benefits Committee. Amendment or termination of the Plan shall not affect the rights of any Eligible Employee to any Plan benefit to which such Employee may have become irrevocably entitled under the Plan prior to the date such amendment or termination is adopted. On termination of the Plan, all rights to benefits end if an Employee has not become already entitled.

## Plan Administrator's Discretion and 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 and authority is delegated, such as the Claims Administrators, shall be conclusive and binding on all persons.

## ELIGIBILITY

Active Full-Time Employees (includes Term Full-Time under Qwest Union) of the Company are eligible to enroll in the Commuter Spending Account on the 31st day of employment. Contributions through payroll deductions are made on a pre-tax basis during the Plan year (according to the Benefits & Payroll Schedule) to allow an employee to be reimbursed through Mass Transit or Parking expenses. Enrollment in the Plan is separate from enrolling during Annual Enrollment although the Plans will be available options during Annual Enrollment. Meaning, you are not required to enroll during Annual Enrollment. This is an "evergreen" plan that allows you to enroll and stop/drop participation based on the Plan rules. You may enroll in the Plan anytime during the year even if you did not initially enroll when you were newly hired and eligible on day 31. New enrollments or if you want to make changes (including stopping/dropping participation) to your existing Commuter Spending Account

must be received by the tenth of the month prior to the month you want to take effect (for example, by Jan. 10 for a Feb. 1 change or new enrollment).

You are not eligible to participate in the Plan if you are:

- An individual who is not classified by the Company as an active Full-Time employee (includes Term Full-Time under Qwest Union) on the payroll system, or
- An individual who is on payroll from another Company including but not limited to, a temporary employment service, or whom the Company has classified and/or treated as a vendor, consultant or independent contractor, or
- A temporary Part-Time or temporary Full-Time employee, Part-Time employees as well as Incidental and Seasonal employees (under Qwest Union) on the payroll system, or
- A hybrid employee (works from home and travels to a work location) that is not classified by the Company as an active Full-Time employee (includes Term Full-Time under Qwest Union) on the payroll system, or
- Working Full-Time hours but who is not classified by the Company as an active Full-Time employee (includes Term Full-Time under Qwest Union) on the payroll system.

If at any time your classification changes, you may be eligible (e.g., Part-Time to Full-Time) or no longer eligible (e.g., Full-Time to Part-Time) to participate.

## CONTRIBUTIONS

### Payroll Deductions

If you elect to participate in the Commuter Spending Account, deductions will be processed as pre-tax from only the first two pay periods of each month until you drop/stop participation in the Plan. There are 24 pay periods that will be impacted by your enrollment in the Commuter Spending Account. **Note:** This is different than Health and Life deductions which are processed every pay period (bi-weekly). Please refer to the Benefits and Payroll Schedule available on the Intranet.

### Limitation on Contributions/Payroll Deductions

The monthly pre-tax limit is based on the Internal Revenue Code regulations for both Mass Transit and Parking expenses. If you enroll in the Mass Transit and/or Parking, you can submit expenses up to the IRS limit for each plan option. **Note:** The **minimum payroll deduction is \$10 per month** for each plan option or in other words, a minimum of \$5 per pay period for 24 pay periods. If you contribute more than the pre-tax limit, the remaining amount will be treated as post-tax deductions. As an example (for illustration purposes only): If you elect \$350 for Mass Transit, and \$315 is the IRS pre-tax limit, \$315 will be applied to the pre-tax deduction and \$35 will be applied to the post-tax deduction. \$315 will be deducted over 24 pay periods as pre-tax and \$35 will be deducted over 24 pay periods as post-tax.

**Note:** The pre-tax limit is subject to change at any time based on the IRS guidelines. Please refer to the IRS Guidelines Section 132. The 2024 maximum pre-tax contribution limit is \$315 for each option: Mass Transit and Parking.

## ELECTION OF BENEFITS

### Elections

If you enroll in the Commuter Spending Account, the effective date will be the first of the month following your enrollment, if the election was placed by the 10<sup>th</sup> of the preceding month. **Note:** Your enrollment will continue each month unless you make a change or drop/stop your participation. Employees can enroll in Mass Transit and Parking (two separate options). You do not need to only enroll in one option.

## Enroll or Change Contributions/Elections

If you are already enrolled in Lumen benefits and want to now enroll or change your current contribution amount, log in to the Health and Life website at [lumen.com/healthandlife](https://lumen.com/healthandlife), click on “My Spending & Savings Accounts” tab at the top of the screen; from the pull-down menu select **Commuter Spending Account**; then under **Enroll in or change your Commuter Spending Account**, select **Change My Benefits**. Choose **Life Event - Click for options** and then from the pull-down menu select **Commuter Spending Account - Mass Transit/Parking**. **Note:** If you enroll or change your existing elections/contributions, and complete by the 10th of the month it will be effective the next month. If you completed after the 10th of the month it will be effective the first of the following month. For example, complete Jan. 10 effective date will be Feb. 1 or complete June 27 effective date will be Aug. 1. Changes made to your contribution will be based on the Plan rules as well as the Benefits & Payroll Schedule available on the Intranet.

## Qualified Mass Transit

You **do** need to be contributing the minimum required amount in order for your MyChoice Visa Debit card to remain active. If you have elected to drop/stop participating but are still an active Full-Time employee (includes Term Full-Time under Qwest Union), you must submit within 180 days from the end of the month in which your enrollment in the Plan/s ended. If you leave the Company for any termination reason, you will need to submit for reimbursement within 180 days from your termination date. If you do not make any changes and continue to be an active Full-Time employee (includes Term Full-Time under Qwest Union), you must submit within 180 days from date the expense/service was incurred.

## Qualified Parking

You **do** need to be contributing the minimum required amount in order for your MyChoice Visa Debit card to remain active. A Claim for reimbursement during the time you are an active Full-Time employee (includes Term Full-Time under Qwest Union) must be submitted within 180 days from the end of the month in which your enrolment in the Plan/s ended. If you leave the Company for any termination reason, you will need to submit for reimbursement within 180 days from your termination date.

The amount in your Commuter Spending Account as of the date you terminate from the Company shall be forfeited to the Company’s General Accounts if your claim for reimbursement is not submitted timely and within the Plan rules of 180 days from your termination date. If you do not make any changes and continue to be an active Full-Time employee (includes Term Full-Time under Qwest Union), you must submit within 180 days from date the expense/service was incurred.

## Drop/Stop Contributions/Elections

You can go online to the Health and Life website at [lumen.com/healthandlife](https://lumen.com/healthandlife), to drop/stop in the Commuter Spending Account at any time. You do not need a Qualified Life Event (QLE) to drop/stop participation. If you continue employment with the Company but want to drop/stop participating, you can do so. **READ:** Qualified Mass Transit and Qualified Parking expenses **must be submitted within 180 days from the end of the month in which your enrollment in the plan/s ended**. IRS rules do not allow outside of the 180 days. The Company must adhere to these rules; therefore the Company will not make any exceptions. Remember, to keep copies of all claim forms and receipts as the IRS may request at any time. **Note:** If you leave the Company for any reason (voluntary or involuntary) and you have already contributed to a Commuter Spending Account through payroll deductions, IRS rules state that any unused funds will be forfeited and no refund issued.

For example, if you terminate on Apr. 12 but paid for the month of April, you can submit expenses from your enrollment effective date through and including Apr. 12. You cannot submit expenses with a date of Apr. 13 through Dec. 31.

**IMPORTANT:** You will not be reimbursed or issued a refund for the payroll deductions taken for the month of April. If you know you are leaving the Company, remember to drop/stop your contributions prior to or at least by the 10th of the month prior to the month you are terminating.

**DON'T FORGET:** If you pay for parking and are stopping/dropping participation your Commuter Spending Account (on the Health and Life website or through the Service Center), you still need to notify the Parking facility. Lumen is not responsible for notifying the Parking facility when you elect to stop/drop participation and/or if you terminate (voluntarily or involuntarily) from the Company. It is your responsibility.

If you want to drop/stop participation, you can either go online to the Health and Life website or call the Service Center. You will select the “Drop Mass Transit Coverage” or “Drop Parking Coverage” or both.

**REMEMBER:** You have 180 days to submit claims to be reimbursed from the end of the month in which your enrollment in the plans/s ended and you continue as an active Full-time employee. If you terminate, you have 180 days to submit claims to be reimbursed from your termination date (not the end of the month in which you terminated).

You can enroll/re-enroll at any time as long as you are still an active Full-time employee.

## Cancellation or Revocation of Participation

You may **prospectively** cancel/revoke your election at any time, however, the Commuter Spending Account election must be cancelled by the 10th of the month prior to the month in which you want to cancel/revoke your participation. If you do not cancel/revoke by the 10th of the month prior, you will be subject to the next month's payroll deductions/contributions.

## REIMBURSEMENT

The Claims Administrator shall establish a Commuter Spending Account for each eligible employee who elects to participate in the Plan. The aggregate amount of such account shall not be invested (and, as a result, shall not be credited with interest).

### MyChoice Debit Card

You will receive a MyChoice Visa Debit Card from the Service Center. The card will be mailed via USPS within 20 business days of enrolling. You will need to activate the card and establish a PIN. Please make sure you sign the back of the card. The card is valid for three (3) years assuming you are eligible and continue to participate in the Plan.

**Note:** Using the MyChoice Visa Debit Card does not mean you do not need to keep your invoices or receipts. The IRS requires that you keep your receipts!

The card is designed to work at most **but not necessarily all** transit agency terminals and parking facilities.

**Note:** It will be your responsibility to check to see if the transit agency and/or parking facility accepts the card. The card terminals have specific software that allows the terminals to pass a valid Merchant Category Code (MCC) to MyChoice Accounts for either Qualified Mass Transit or Qualified Parking expenses based on the IRS list of approved MCC codes. In some instances, the card will not work if the card terminal is used for additional purposes (e.g., Walgreens allows you to buy a mass transit pass at the cash register, along with other non-mass transit/non-parking items). Because the terminal is not configured for only mass transit/parking expenses, it will not be able to pass the necessary MCC codes to MyChoice Accounts; therefore, Businessolver cannot recognize it as a valid transaction. In this instance, your card will be declined and you would be required to manually submit a **Transit Exception Reimbursement Form** available in the Reference Center on the Health and Life website. Completing the form does not guarantee you will be reimbursed. It will be reviewed based on the IRS guidelines.

If you elect to be reimbursed more than what is available in your MyChoice Accounts, you will either 1) receive a Denial or 2) be approved for a Partial Payment. A Partial Pay will be determined by the merchant not by Businessolver, MyChoice Accounts or Lumen. The merchant's Point of Sale software will determine if they can accept a partial payment. However, most merchants will not accept partial payments.

There are three parties (MyChoice Account, merchant and Visa) that are involved in each transaction. If there is a decline it could be for insufficient funds, Visa is making the determination based on the real-time purse balance. They send the decline code to the merchant and then a code for Over the Limit to Businessolver. This could mean there are no funds in the account but could also mean insufficient funds to cover the full transaction, or the purse could be suspended (funds not accessible).

For assistance with your MyChoice Visa Debit card, call the number on the back of the card or contact the Service Center.

## Exceptions for Mass Transit Reimbursement

The IRS is very specific about how reimbursement can be issued for Qualified Mass Transit expenses. If you have the funds available in your account and the card is declined, you can submit for reimbursement for your Qualified Mass Transit expense under the below circumstances only:

- Card is not received in time for you when you need to make your purchase
- Card is not accepted at the card terminal or was declined at a facility that has the approved software

If you have to pay out of pocket, you can use the **Transit Exception Reimbursement Form** and provide the necessary documentation for reimbursement. Make sure you provide and complete the following details on the form:

- Your full SSN, Company name (Lumen), Last name, Zip code, Email address (*do **not** list your work email address - list only your personal email address due to Company Policy*), Date of Birth, and Daytime Phone Number
- Transit Name (indicate the transit service being used)
- Benefit Month and Expense Incurred Date
- Amount submitted for reimbursement
- Reason for claim: Transit Card not received or Transit Card wasn't accepted as payment for Transit pass
- Don't forget to select Yes or No you have receipt/s

## Allowable Expenses

According to the IRS, the Plan applies to the following benefits:

- A ride in a commuter highway vehicle between the employee's home and workplace
- A transit pass
- Qualified parking

The most common eligible Mass Transit and Parking expenses are charges for, but not limited to:

- Mass Transit Vehicle (Private or Public): Bus, Ferry and Rail
- Vanpooling, not to be confused with Carpooling - requires a commuter highway vehicle with a seating capacity of at least 7 adults, including the driver. At least 80% of the vehicle mileage must be for transporting employees between their homes and workplace, with employees occupying at least one-half of the vehicle's seats (not including the driver's seat).
- Subway
- Fare cards, Passes, Tokens, Vouchers or similar items specific for Mass Transit
- Qualified Parking at or near your Company's property/facility
- Qualified Parking at or near a facility from which you commute to work (for example, a train station)

**Note:** For those who reside in Philadelphia, the ordinance on Dec. 31, 2022 allows reimbursement for qualified



bicycle expenses. (Amending Title 9 Section 1 of The Philadelphia Code). Qualified Bicycle Expense are defined as: Reasonable expenses incurred by an Employee who regularly uses a bicycle for commuting to and from work, including the purchase, maintenance, repair and storage expenses related to bicycle commuting, as allowed under the Internal Revenue Code, 26 U.S.C. § 132(f)(1)(D) and (f)(5)(F).

## Exclusions

Highway and Toll Bridges, Limousine, Taxi Cab Fares, cost to maintain or use your personal vehicle including Car Insurance and Diesel/Gas.

All reimbursement payments on behalf of the employees are limited to the amount in the Employee's Commuter Spending Account.

## Unused Amounts

If you have a balance in your account at the end of any calendar month, that amount shall remain in your account provided you continue to be an active Full-Time employee (includes Term Full-Time under Qwest Union). If you elect to drop/stop participating but have a remaining balance, you must submit for reimbursement within 180 days from the end of the month in which your enrollment in the Plan/s ended. (Refer to the rules around the 10th of the month). You will be reimbursed up to the date in which you are no longer participating in the plan which is either your termination date or the end of the month in which you dropped/ stopped participating.

## Communication of Your Claim

The Service Center will communicate to you via your personal email address. If you do not list your personal email address on the Health and Life website, you will NOT receive benefit communications from the Service Center. Lumen's policy is to not communicate benefit information to a work email address as a work email address is not secured. Therefore, if you have not already done so, go to the home page of the Health and Life website and select your name on the top right-hand side. Under the drop-down menu, select **Profile**. Then go to **Personal Preferences** and select "edit" your Contact Preference as Electronic Mail. Then enter your Personal Email Address and don't forget to select the radio button entitled, "Primary." You can also enter your cell phone number and select "Opt Into Text" so that you can receive certain benefit communications through text messages. Message and data rates may apply. Don't forget to Save! This will ensure you receive timely benefit communications. The Lumen Health and Service Center will send you emails (only if you have a personal email address on file - listed as "primary") regarding the following:

MCA Event Name	Communication sent to Employee
Request Denied	MyChoice Payments Account Denied
Card Needs Documentation	Your MyChoice Accounts Debit Card Transaction Needs Documentation
Needs Documentation	Action REQUIRED For Your MyChoice Accounts Payments Request
Lost/Stolen Card	Your MyChoice Account Debit Card was Reported Lost or Stolen
Change Bank Account Red Flag Alert	MyChoice Accounts Bank Account Change Notice
Add New Account Red Flag Alert	MyChoice Accounts New Bank Account Notice
New Card Request Red Flag Alert	MyChoice Accounts New Card Request Notice
Delete Bank Account Red Flag Alert	MyChoice Accounts Bank Account Removal Notice
Request Received	MyChoice Account Payment Request Received
Lock Debit Card Red Flag Alert	Your MyChoice Account Debit Card is Locked
Request Paid	MyChoice Account Payment Sent

# ADMINISTRATION AND CLAIMS

## Examination of Records

The Claims Administrator will make available to each Employee such records as they pertain to the Employee, for examination at reasonable times during normal business hours.

## Claims Procedure

The Claims Administrator shall pay all Commuter Spending Accounts for Qualified Mass Transit and Qualified Parking claims to the Employee, upon the presentation to the Claims Administrator, or its agent, of documentation of such expenses in a form satisfactory to the Claims Administrator. In its discretion in administering the Plan, the Claims Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. Each Employee who desires to receive reimbursement under the Plan for Qualified Mass Transit and Qualified Parking expenses incurred by the Employee shall submit to the Claims Administrator, or its agent, a claim on the form designated by the Claims Administrator, along with documentation supporting the fact that the Employee actually incurred the claimed expenses, such as receipts, copies of billing statements, or copies of checks used to pay for Qualified Mass Transit and Qualified Parking for reimbursement under this Plan. If such documentation is not provided in the ordinary course of business, the Employee must certify to the Claims Administrator the type and the amount of expenses incurred. The sufficiency of such documentation and/or certification is in the sole discretion of the Claims Administrator, and the Claims Administrator may require any additional documentation as it deems necessary to establish that the Employee incurred the claimed expenses.

You must submit a claim based on the below:

- for Active Employees - within 180 days from the date the expense/service was incurred,
- for Active Employees who elect to stop/drop participation - within 180 days from the end of the month in which your enrollment in the plan/s ended (Refer to the rules around the 10th of the month),
- for Active Full-Time Employees who become ineligible due to a status change (e.g., now Part-Time, Temporary Full-Time, etc.) - within 180 days from the date of your status change,
- for Active Employees who terminate (voluntary or involuntary) - within 180 days from your termination date.

## Claim Appeals

If the Claims Administrator denies a claim, the Claims Administrator, or its agent, shall provide notice to you or your duly authorized representative, in writing, within 30 days after the claim is filed. The notice shall be written in a manner calculated to be understood by the claimant and shall set forth (i) the specific reason(s) for the denial; (ii) specific references to the pertinent Plan provisions on which the denial is based; (iii) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation as to why such information is necessary; and (iv) an explanation of the Plan's claim procedure.

Within 30 days after receipt of the above material, you or your duly authorized representative shall have a reasonable opportunity to appeal the claim denial to the Claims Administrator, or its agent, for a full and fair review. You or your duly authorized representative may (i) request a review upon written notice to the Claims Administrator, or its agent; (ii) review pertinent documents; and (iii) submit issues and comments in writing through the Claims Appeals process requiring completion of the Lumen Claims Initiation Form.

A decision by the Claims Administrator, or its agent, will be made within 30 days after receipt of a request for review, unless special circumstances require an extension of time to review further. You will be notified in writing, in which event a decision should be rendered as soon as possible, but in no event later than 45 days after such receipt. The decision of the Claims Administrator, or its agent, shall be written and shall

include specific reasons for the decision, written in a manner calculated to be understood by you or your duly authorized representative, with specific references to the pertinent Plan provisions on which the decision is based. If the decision of your claim is denied, you have the right to submit a second level claim appeal to the Claims Administrator who will work with the Plan Administrator and the Lumen Employee Benefits Committee (EBC) and you will receive a respond within 60 days after receipt of your second level claim appeal to include the Lumen Claim Initiation form.

Any balance remaining in your Commuter Spending Account as of the claims submission deadline shall be forfeited to the Company's General Accounts, unless you or your duly authorized representatives makes a timely claim, in writing; in which event the amount of the claim shall be held in your account until the claim appeal procedures set forth above have been satisfied or the claim is paid. If any such claim is denied on appeal, the amount held beyond the end of the claims submission deadline shall be forfeited to the Company's General Accounts.

## AMENDMENT OR TERMINATION OF PLAN

### Amendment

The Company or its delegate, the Lumen Plan Design Committee or its delegate, at any time or from time to time, may amend any or all the provisions of the Plan without the consent of any Company or Employee. No amendment shall have the effect of reducing any benefit election of any Employee in effect at the time of such amendment, unless such amendment is made to comply with the Code, federal law (or local) statute or regulations.

### Termination

The Company expects to continue the Plan indefinitely, but continuance is not assumed as a contractual right and the Company reserves the right to terminate the Plan, in whole or in part, and may also do so through its delegate, the Lumen Plan Design Committee, and each Company reserves the right to terminate the Plan as it applies to such Company, at any time. In the event the Plan is terminated; no additional payroll deductions shall be processed. Any amounts remaining as of the date of the Plan termination shall be forfeited to the Company's General Accounts.

## MISCELLANEOUS

### Plan Interpretation

The Plan Administrator, and to the extent it has delegated to the Claims Administrator, have sole and exclusive authority and 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 employees under the Plan;
- Making factual determinations, finding and determining all facts related to the Plan and its Benefits; and
- Having the power to decide all disputes and questions arising under the Plan.

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

## Clerical Error

If a clerical error or other mistake occurs, however occurring, including but not limited to, by the Committee, its delegates, members of the Employee Benefits Committee of the Company's Human Resources Organization, Vendors including Businessolver (MyChoice Accounts), an Employee or an individual acting on behalf of the Employee (POA), such clerical error or mistake does not and shall not create a right to a Benefit under the Plan. Clerical errors include, but are not limited to, providing misinformation on eligibility of Benefits or entitlements, relating to information transmittal and/or communications, perfunctory or ministerial in nature, involving claims processing, recordkeeping or underwriting function, or made by any of the parties listed above.

Although every effort is and will be made to administer the Plan in a fully accurate manner, any inadvertent error, misstatement or omission will be disregarded, and the actual Plan provisions will be controlling. A clerical error will not void coverage to which an Employee is entitled under the terms of the Plan, nor will it continue coverage that should have never ended under the terms of the Plan. When an error is found, it will be corrected or adjusted appropriately as soon as practicable including retroactive effective dates and eligibility. Interest shall not be payable with respect to a Benefit corrected or adjusted. **It is the Employee's responsibility to confirm the accuracy of Benefit Summaries, MyChoice Account communications, statements made by the Plan or its designees, including a third-party administrator.**

## GLOSSARY

Many of the terms used throughout this SPD may be unfamiliar to you or have a specific meaning with regard to the way the Plan is administered and how benefits are paid. This section defines terms used throughout this SPD, but it does not describe the benefits provided by the Plan.

**Amendment** - any attached written description of additional or alternative provisions to the Plan. Amendments are subject to all conditions, limitations and exclusions of the Plan, except for those that the amendment is specifically changing.

**Annual Enrollment** - the period of time, determined by the Company, during which eligible Employees may enroll themselves under the Health and Life plans including the Commuter Spending Account during the year including Annual Enrollment. Annual Enrollment is one in the same with Open Enrollment.

**Bicycle Commuter Expenses** - reimburse bicycle commuters up to a certain dollar amount each month for reasonable expenses such as purchasing a bicycle, bicycle improvements, repairs, and storage fees. (*Subject to State and/or City/County regulations*)

**Claims Administrator** - Lumen Health and Life Service Center or Service Center

**Code** - the Internal Revenue Code of 1986, as amended from time to time.

**Commuter Highway Vehicle** - any highway vehicle if (1) the seating capacity of the vehicle is at least 6 adults (not including the driver), and (2) at least 80% of the mileage use can reasonably be expected to be (a) for purposes of transporting employees in connection with travel between their residences and their place of employment, and (b) on trips during which the number of employees transported for such purposes is at least one half of the adult seating capacity of the vehicle (not including the driver).

**Commuter Spending Account** - allows you to set aside money from your paycheck on a pre-tax basis to pay for eligible expenses associated with mass transit and/or parking. The advantage is that you don't pay federal taxes on your deductions, which therefore, lowers your taxable income.

**Company** - Lumen

**Dropping/Stopping Plan** - You can continue to be employed and drop/stop participating in the Plan at any time based on the rules of the Plan (10th of the month prior to the effective date). From the Health and Life website, you will want to "Change My Benefits" from the home page and select **Life Event** and then "Drop

Mass Transit Coverage” or “Drop Parking Coverage” or call the Service Center and an advocate will process your request.

**Employee** - Active Full-Time Employees (includes Term Full-Time under Qwest Union) of the Company, listed in the Company’s payroll system who meets the eligibility requirements specified in the Plan. Refer to the Eligibility section in this SPD for further information. In addition, an Employee must live and/or work in the United States. The determination of whether an individual who performs services for the Company is an Employee of the Company or an independent contractor and the determination of whether an Employee of the Company was classified as a member of any classification of Employees shall be made in accordance with the classifications used by the Company, in its sole discretion, and not the treatment of the individual for any purposes under the Code, common law, or any other law. The definition of “employee” will be identified in SuccessFactors and must be classified as Active Full-Time (includes Term Full-Time under Qwest Union). All other employee classifications are not eligible for the Commuter Spending Account even if they work Full-Time hours, but are not classified as Full-Time. For example, an Active Part-Time employee working 35 hours per week is not eligible as they are not classified as Full-Time.

**Employer** - Lumen

**Employee Retirement Income Security Act of 1974 (ERISA)** - the federal law that regulates retirement and employee welfare benefit plans maintained by employers. The Commuter Spending Account is not subject to ERISA.

**Parking Facility** - includes parking lots, indoor and outdoor garages and other structures on or near the Company’s property.

**Plan** - Qualified Transportation Plan - Commuter Spending Account.

**Plan Administrator** - Lumen or its designee.

**Plan Sponsor** - Lumen

**Plan Year** - means the calendar year, Jan. 1 to Dec. 31. Refer to the Benefits & Payroll Schedule available on the Intranet.

**Qualified Bicycle Commuter** - an employee that uses a bicycle to commute from and to the Company building/facility.

**Qualified Mass Transit** - (defined by the IRS) any pass, token, fare card, voucher, or similar item entitling a person to transportation (or transportation at a reduced price) if such transportation is (1) on mass transit facilities (whether or not publicly owned), or (2) provided by a person in the business of transporting persons for compensation or hire if such transportation is provided in a highway vehicle with a seating capacity of at least 6 adults (not including the driver).

**Qualified Parking** - (defined by the IRS) parking on or near the business premises of the Company or on or near a facility from which the Employee commutes to work by transportation requiring a Transit Pass, in a Commuter Highway Vehicle, or by car pool. The term Qualified Parking shall not include any parking on or near property used by the Employee for residential purposes.

**Refunding** - The IRS rules do not allow refunding of any contributions regardless of any reason (e.g., incorrectly enrolled in the plan or accidentally enrolled in the wrong plan (mass transit instead of parking or parking instead of mass transit). The Company will not refund you amounts that were deducted from your paychecks regardless of when and how (voluntary or involuntary) you leave the Company.

**Termination of Plan** - The Plan will end if you voluntary or are involuntarily terminated. The Plan will end on your termination date.

**Transportation Expenses** - any of the following:

- expenses for transportation in a Commuter Highway Vehicle if such transportation is in connection with travel between the Employee’s residence and place of employment;

- expenses for a Transit Pass; and
- expenses for Qualified Parking.