

XL America, Inc.
Health and Welfare Plan
Summary Plan Description
Effective January 1, 2023

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INTRODUCTION

The XL America, Inc. Health and Welfare Plan (the Plan) sponsored by XL America, Inc. (AXA XL) is designed to help you and your covered family members by offering the types of coverage listed within this summary. The Plan covers eligible employees (and their eligible dependents) of AXA XL and the participating employers.

This summary, together with the booklets, certificates and evidence of coverage documents listed in Appendix A (collectively, Benefit Booklets), is intended to serve as the Summary Plan Description (SPD), as required by the Employee Retirement Income Security Act of 1974 (ERISA). The SPD describes the benefits provided by the Plan for eligible employees and their eligible dependents. You are encouraged to carefully read all portions of the SPD together and keep the SPD with other information about your welfare benefits.

Benefits (including information about who is eligible to receive benefits, the amount payable, required deductibles, co-payments, maximums, limitations, and exclusions, as applicable) are summarized in the applicable Benefit Booklets. This summary should be read in connection with the Benefit Booklets (see Appendix A for a list of Benefit Booklets). The Benefit Booklets are provided by the insurance companies, HMOs and service providers. Unless otherwise noted, if there is a conflict between a specific provision under the legal Plan Document and a Benefit Booklet or this Summary Plan Description, the Plan Document controls. If there is ever a conflict or a difference between what is written in this summary and the Benefit Booklets with respect to **the specific benefits provided**, the Benefit Booklets shall govern unless otherwise provided by any federal and state law. If there is a conflict between the Benefit Booklets and this summary with respect to **the legal compliance requirements of ERISA and any other federal law**, this summary will govern.

With respect to Medical, Dental, Vision and EAP coverages, a directory of participating network providers is available at no cost to you on the insurance companies' websites or you can call the insurance companies at the phone numbers indicated in the Benefit Booklets. The applicable Benefit Booklets should describe the use of network providers, the composition of the network, and the circumstances, if any, under which coverages will be provided for out-of-network services. You will also be informed about any conditions or limits on the selection of primary care providers or specialty medical providers that may apply under the Plan. Keep in mind that you and your doctor always make the final decision regarding your health care and treatment. The Plan only determines whether benefits will be paid by the Plan, not whether care or treatment is appropriate for you or your dependents.

AXA XL also offers its employees the opportunity to elect a Health Care Flexible Spending Account, Limited Purpose Flexible Health Care Spending Account, and Dependent Care Flexible Spending Account, make pre-tax contributions toward certain benefits, and, for employees enrolled in the high deductible health plan, elect a Health Savings Account. The Health Savings Account is not maintained by AXA XL and is not an ERISA plan. The Plan is intended to satisfy the requirements of Internal Revenue Code Section 125, 129 and 105(e).

The domestic Medical, Health Care Flexible Spending Account, Dependent Care Flexible Spending Account and Limited Purpose Health Care Flexible Spending Account are self-funded and provided under other contracts with service providers. All benefits are summarized in this document and in the Benefit Booklets. All other benefits are insured and benefits are guaranteed under contracts of insurance.

The Plan provides benefits in accordance with applicable federal laws including the Consolidated Omnibus Budget Reconciliation Act (COBRA), the Health Insurance Portability and Accountability Act (HIPAA), the Mental Health Parity Act (MHPA), the Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA), the Newborns' and Mothers' Health Protection Act (NMHPA), the Women's Health and Cancer Rights Act (WHCRA), the Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA), the Genetic Information Nondiscrimination Act (GINA), and the applicable provisions of the Patient Protection and Affordable Care Act (PPACA) as amended by the Health Care and Education Reconciliation Act (HCERA) (collectively referred to as the Affordable Care Act).

For additional information regarding the benefits provided under the Plan, please contact the Plan Administrator identified in the *Administrative Information* section of this SPD.

AXA XL reserves the right to change, amend, suspend, or terminate any or all of the benefits under this Plan, in whole or in part, at any time and for any reason at its sole discretion.

Note that by adopting and maintaining these benefits, AXA XL has not entered into an employment contract with any employee. Nothing in the legal Plan documents or in the SPD gives any employee the right to be employed by AXA XL or to interfere with AXA XL's right to discharge any employee at any time. Providing this SPD to you does not entitle you to benefits for which you are otherwise not eligible.

HIGHLIGHTS OF YOUR BENEFIT PLANS

Below is key information you need to know about your benefit plans:

Plan Name	XL America, Inc. Health and Welfare Plan
Plan Number	501
Plan Sponsor	XL America, Inc. 677 Washington Blvd., 10th Floor Stamford, CT 06901
Employer Identification Number	06-1516268
Plan Administrator	XL America, Inc. Benefits Committee 677 Washington Blvd., 10th Floor Stamford, CT 06901
Agent for Service of Legal Process	Plan Administrator
Plan Year	January 1 through December 31
Plan Type	<p>Welfare benefit plan providing the following types of benefits:</p> <ul style="list-style-type: none"> ▪ Medical ▪ Prescription Drug ▪ Dental ▪ Vision ▪ Employee Assistance Plan ▪ Long-Term Disability (LTD) ▪ Basic Life Insurance ▪ Optional Life Insurance ▪ Dependent Life Insurance ▪ Accidental Death and Dismemberment (AD&D) Insurance ▪ Optional AD&D Insurance ▪ Long-Term Care Insurance (for a grandfathered group of employees) ▪ Business Travel Accident Insurance ▪ Health Care Flexible Spending Account ▪ Limited Purpose Health Care Flexible Spending Account ▪ Voluntary Accident ▪ Voluntary Critical Illness ▪ Voluntary Hospital Indemnity ▪ Group Prepaid Legal ▪ Individual Disability Insurance <p>Although the Dependent Care Flexible Spending Account and Health Savings Account are described in this SPD, they are not ERISA plans.</p>

Source of Contributions	<p>Depending on the benefits selected by the employee, the cost of contributions for certain of the benefits offered within the Plan will either be covered by contributions from XL America, contributions by the employee, or will be shared by AXA XL and the employee. The cost of Medical, Dental and Vision coverage is shared by XL America and its employees enrolled in those coverages. XL America pays 100% of the cost of the Employee Assistance Plan, Basic Life and Accidental Death and Dismemberment, Long-Term Disability and Business Travel Accident coverages. (Alternatively, Employees may elect to pay the cost of Long-Term Disability coverage.) Employees pay 100% of the Optional Life Insurance, Dependent Life, Optional AD&D, Long-Term Care, Accident, Critical Illness and Hospital Indemnity benefits and contributions to the Health Care, Limited Purpose Health Care and Dependent Care Flexible Spending Accounts. Where the cost of coverage is shared between XL America and employees, XL America shall contribute the difference between the amount employees contribute and the amount required to pay benefits under the Plan.</p> <p>The Plan Administrator will notify employees annually as to what the employee contribution rates will be. XL America, in its sole and absolute discretion, shall determine the amount of any required contributions under the Plan and may increase or decrease the amount of the required contribution at any time. Any refund, rebate, dividend, experience adjustment, or other similar payment under a group insurance contract shall be applied first to reimburse XL America for their contributions, unless otherwise provided in that group insurance contract or required by applicable law.</p>
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ELIGIBILITY

ELIGIBLE EMPLOYEES

Generally, you are considered an “eligible employee” and are eligible to participate in the Medical, Dental, Vision, Employee Assistance Plan, Life Insurance, AD&D, LTD, Long-Term Care, Business Travel Accident, Health Care Flexible Spending Account, Dependent Care Flexible Spending Account, Limited Purpose Health Care Flexible Spending Account, and Health Savings Account benefits as of your date of hire if you are a regular salaried or hourly employee of AXA XL regularly scheduled to work at least 20 hours-per-week.

You are not eligible to participate in the Plan if you are a part-time employee working fewer than 20 hours per week, self-employed individual, temporary or seasonal employee, leased employee, intern, non-resident alien with no U.S.-source income, cooperative, or independent contractor.

Eligibility Determinations Are Made by Plan Administrator

It is solely within the authority of the Plan Administrator to determine whether you are eligible for Plan benefits. A person whom the Plan Administrator determines is not an employee will not be eligible to participate in the Plan regardless of whether a court or tax or regulatory authority determines that the person is an employee. A person the Plan Administrator determines is not an employee and who is later required to be reclassified as an employee will only be eligible prospectively, provided all other eligibility requirements are met.

ELIGIBLE DEPENDENTS

Please see the applicable Benefit Booklets for specific eligibility requirements not outlined below.

Medical, Dental, Vision and EAP

The following dependents of eligible employees are eligible for Medical, Dental, Vision and EAP coverage offered under the Plan:

- Your spouse, which means a person recognized as married to you by the state, possession or territory of the United States in which you were married, regardless of where you live;
 - If you were married in a foreign jurisdiction, your spouse means a person recognized as your spouse under the laws of at least one state, possession or territory of the United States; regardless of where you live;
- Your domestic partner (as defined below);
- Your children or your spouse or domestic partner’s children through the end of the calendar year in which they turn age 26, regardless of their marital status, regardless of student status and whether or not they live with you or you provide any of their support;
- Dependent children for whom the Plan is required to provide coverage under a Qualified Medical Child Support Order (QMCSO); and
- Your or your spouse or domestic partner’s mentally or physically disabled adult dependent children who live with you and who are primarily dependent on you for support (you must provide appropriate documentation) provided that the child was disabled prior to age 26.

Your dependent children are:

- Your biological children;
- Stepchildren;
- Legally adopted children;
- Children who are placed in your home for adoption; or
- Children for whom you are appointed as legal guardian if they are your federal tax dependent.

Your “domestic partner” means a domestic partner of an AXA XL employee who is a same-sex or opposite-sex individual who meets the requirements as outlined on the Domestic Partner Affidavit Form. Any person who is currently registered as your domestic partner or civil union partner with any governmental body, pursuant to state or local law will be treated as your domestic partner by the Plan.

You are required to provide proof of your dependents’ eligibility from time to time and your dependent will not be considered eligible for coverage unless and until satisfactory proof of such eligibility is submitted to the Plan Administrator or the insurer. The Plan Administrator reserves the right (in its sole discretion) to establish rules regarding the time, form, and manner in which such proof must be submitted and when dependent eligibility audits may occur. False or misrepresented eligibility information will cause both your coverage and your dependents’ coverage to be irrevocably terminated immediately (retroactively to the extent permitted by law) and could be grounds for employee discipline up to and including termination. Failure to submit the required proof according to those rules may result in ineligibility. Failure to provide timely notice of loss of eligibility will be considered intentional misrepresentation. If coverage is terminated retroactively due to fraud or misrepresentation, you will forfeit any contributions made and AXA XL (or insurer) may seek to recoup any benefits that you (or your dependents) received.

Eligible dependents can be enrolled in the Medical, Dental, Vision and EAP coverage under the Plan only if you (the AXA XL employee) are enrolled in those coverages. Your eligible domestic partner’s or spouse’s children can only be enrolled if you enroll your eligible domestic partner or spouse.

If you are married to or in a domestic partnership with another AXA XL employee, you may enroll as an employee or a dependent under the Plan, but you cannot enroll as both a dependent and an employee. Eligible dependents may be enrolled only under one employee’s coverage under the Plan.

Please see the applicable Benefit Booklets for additional eligibility requirements.

Dependents Not Eligible

The following individuals are not eligible for Medical, Dental or Vision coverage, regardless of whether they are your tax dependents:

- A spouse or domestic partner living outside the United States;
- Your parent or your spouse’s or domestic partner’s parent.

Dependent Life

The following dependents are eligible for dependent life offered under the Plan:

- Your spouse, which means a person recognized as married to you by the state, possession or territory of the United States in which you were married, regardless of where you live;
 - If you were married in a foreign jurisdiction, your spouse means a person recognized as your spouse under the laws of at least one state, possession or territory of the United States; regardless of where you live;
- Your domestic partner (as defined above);
- Your, your spouse's or your domestic partner's unmarried biological child or stepchild, or legally adopted child from age 14 days to age 26 years.

Health Care FSA and Limited Purpose Health Care FSA

For purposes of the Health Care Flexible Spending Account and Limited Purpose Health Care Flexible Spending Account, your dependents are:

- Your spouse, which means a person recognized as married to you by the state, possession or territory of the United States in which you were married, regardless of where you live;
 - If you were married in a foreign jurisdiction, your spouse means a person recognized as your spouse under the laws of at least one state, possession or territory of the United States; regardless of where you live;
- Your children until the end of the year in which they turn age 26, regardless of student status, whether they are married or live with you and regardless of whether you provide any support;
- Your mentally or physically disabled adult dependent children who live with you and who are primarily dependent on you for support; and
- Any other person (including a domestic partner) who meets the Internal Revenue Service (IRS) definition of a tax dependent (without regard to the income limit) which means an individual whose primary residence is your home, who is a member of your household, for whom you provide more than one-half of their support, and who is not the qualifying child (as defined under the Internal Revenue Code) of the employee or any other individual. (Note, an employee can treat another person's qualifying child as a qualifying relative if the child satisfies the other requirements listed here and if the other person isn't required to file a tax return and either doesn't file a return or files one only to get a refund of withheld income taxes. For example, this could allow tax-free health coverage for the children of an employee's non-working domestic partner.)

Dependent Care Flexible Spending Account

Under IRS regulations, "eligible dependents" for the Dependent Care Flexible Spending Account include:

- A child under age 13 who is your qualifying child (as defined under the Internal Revenue Code);
- A disabled spouse who lives with you for more than one half the year; and
- Any other relative or household member who receives more than one-half of his or her support from you, resides in your home, is physically or mentally unable to care for him or herself, and is not the qualifying child of the employee or any other individual.

Tax Consequences of Domestic Partner Benefits

Unless your domestic partner or his or her dependent children, if any, are considered your federal tax dependents under the Internal Revenue Code for health benefit purposes as described below, the Internal Revenue Service currently treats as imputed income to you the value of the coverage provided for your domestic partner and his or her dependent children, if any, less any contributions paid by you on an after-tax basis for this coverage.

You are advised to consult with your tax advisor to determine if your domestic partner and his or her dependent children are your federal tax dependents and to review the tax consequences of electing domestic partner benefit coverage.

In general, state income tax treatment of domestic partner benefits is the same as the federal income tax treatment. However, certain benefits for domestic partners and their children who are not your federal tax dependents may be eligible for special state income tax treatment in a few select states. Please speak to your tax advisor regarding whether your domestic partner and his or her children, if any, qualify for the special state income tax treatment. If they do qualify, you must notify Benefits at rbenefitsadministration@axaxl.com immediately in writing of this special state income tax status.

Additional Eligibility Information

Additional information regarding how and when you and your eligible dependents become eligible to participate in the benefits referred to in this summary and any conditions and limitations to eligibility are contained in the Benefit Booklets provided by the applicable Claims Administrator.

Qualified Medical Child Support Orders

The Plan may be required to cover your child due to a Qualified Medical Child Support Order (QMCSO) even if you have not enrolled the child. You may obtain a copy of AXA XL's procedures governing QMCSO determinations, free of charge, by contacting Benefits at rbenefitsadministration@axaxl.com or on the intranet via MyHR. .

A QMCSO is any judgment, decree or order, including a court approved settlement agreement, issued by a domestic relations court or other court of competent jurisdiction, or through an administrative process established under state law which has the force and effect of law in that state, and which assigns to a child the right to receive health benefits for which a participant or beneficiary is eligible under the Plan, and that the Plan Administrator determines is qualified under the terms of ERISA and applicable state law. Children who may be covered under a QMCSO include children born out of wedlock, those not claimed as dependents on your Federal income tax return, and children who don't reside with you. However, children who are not eligible for coverage under the Plan, due to their age for example, cannot be added under a QMCSO.

You Must Notify the Plan of Certain Events Regarding Your Dependents

If you experience a Change Event, and you want to change your dependent coverage as a result (see the *Making Changes to your Coverage During the Year* section of this SPD), you must notify AXA XL within 30 days in order to make a change in your election during the year. The notice must be in writing and contain the Change Event, the date of the event, and your requested change and must be sent to Benefits at rbenefitsadministration@axaxl.com or on the intranet via MyHR.

In order to preserve your dependent's COBRA rights, you must notify Benefits in writing within 60 days in the event of divorce or in the event your child ceases to meet the eligibility requirements for benefit coverage in order for you and your dependents to elect COBRA coverage. For more information about your duty to notify the Plan in such an event, see the *COBRA Coverage Available* section of this SPD.

ENROLLMENT AND EFFECTIVE DATE

NEW EMPLOYEES

When you begin working at AXA XL, you will receive the information necessary to enroll in the Plan. If you are an eligible employee (as defined in the *Eligibility* section of this SPD), you are eligible for and will automatically be enrolled in the following Plan benefits:

- Basic Life Insurance
- Basic AD&D Insurance
- Business Travel Accident Insurance
- Employee Assistance Plan (EAP) (for you and your dependents)
- Long Term Disability (LTD)

The Company also offers employees Short-Term Disability benefits. For a description of those benefits, please refer to your Employee Handbook.

If you are an eligible employee (as defined in the *Eligibility* section of this SPD), you must affirmatively enroll yourself and your eligible dependents must affirmatively enroll for the following benefits within 30 days of your date of hire.

- Medical (including Prescription Drug)
- Dental
- Vision
- Dependent Life Insurance
- Optional Life Insurance
- Optional AD&D Insurance
- Long Term Care Insurance
- Health Care Flexible Spending Account
- Limited Purpose Health Care Flexible Spending Account
- Dependent Care Flexible Spending Account
- Health Savings Account
- Voluntary Accident Insurance
- Voluntary Critical Illness Insurance
- Voluntary Hospital Indemnity Insurance
- Group Prepaid Legal
- Individual Disability Insurance

If you enroll in one of the high deductible health plan medical options, you may enroll in a Health Savings Account. If you enroll in one of the high deductible health plan medical options and the Health Savings Account, you may not enroll in the regular Health Care Flexible Spending Account; however, you may enroll in a Limited Purpose Health Care Flexible Spending Account.

What Happens if You Don't Enroll When You Are First Eligible?

If you and your eligible dependents do not enroll within the required period, you and your eligible dependents will have to wait until the next Open Enrollment period to enroll, unless you experience a Change Event. However, you may enroll or change your Health Savings Account elections mid-year.

When Does Coverage Begin?

Your coverage under the Plan will begin as of your date of hire. If you become eligible for coverage later than your initial hire your coverage will begin the date you become eligible for coverage. Your eligible dependents' coverage under the Plan will begin on the same date if you make the necessary elections within the time period required.

If you enroll yourself or a dependent for Medical, Dental or Vision due to a Change Event mid-year, coverage will be effective as of the date of the Change Event if the change is due to adding a dependent due to birth, adoption or placement for adoption. For all other situations and coverages, coverage will be effective as soon as administratively practicable following the date Benefits Administration receives your timely request for enrollment due to a Change Event, but not earlier than the date of the Change Event.

Please refer to the Benefits Booklets for additional details on eligibility. Although enrollment may be automatic, coverage may not be automatic. For example, you may be enrolled but will need to take steps to finalize your coverage.

Open Enrollment for Current Employees

Open Enrollment is held before the start of the Plan Year. This is your opportunity to enroll, change, or drop coverage. Changes are effective on the first day of the Plan Year following Open Enrollment. You will receive information, including instructions on how to enroll and related forms and agreements, before Open Enrollment each year.

HIPAA Special Enrollment Events

If you decline enrollment for Medical benefits for yourself or your eligible dependents because of other health insurance or group health plan coverage, you may be able to enroll yourself and your eligible dependents (including domestic partners) in this Plan if you or your eligible dependents lose eligibility for that other coverage (or if the other employer stops contributing towards your or your dependents' other, non-COBRA coverage). However, you must request enrollment within 30 days after your or your eligible dependents' other coverage ends (or after the other employer stops contributing toward the other, non-COBRA coverage).

In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself, your spouse and your new eligible dependent children. However, you must request enrollment within 30 days after the marriage, birth, adoption, or placement for adoption. The plan is not required to extend all of the HIPAA special rules for a newly acquired domestic partner, however, you may still be able to add them to the Plan as described in the *Making Changes to Your Coverage* section. If you request a change due to a special enrollment event within the 30 day timeframe, coverage will be effective the date of birth, adoption or placement for adoption. For all other events, coverage will be effective the first of the month following your timely notice to the Plan of the event.

The Plan recognizes a HIPAA special enrollment window for employees and dependents (including domestic partners) who are eligible but not enrolled if they lose Medicaid or CHIP coverage because they are no longer eligible, or they become eligible for a state's premium assistance program. Employees have 60 days from the date of the Medicaid/CHIP event to request enrollment under the Plan. If you request this change, coverage will be effective the first of the month following your request for enrollment. Specific restrictions may apply, depending on federal and state law.

To request special enrollment or to obtain more information, contact Benefits at rmbenefitsadministration@axaxl.com.

CONTRIBUTIONS

EMPLOYEE CONTRIBUTIONS

AXA XL has established a premium conversion plan under Internal Revenue Code Section 125 so that you will be able to pay your share of certain Plan benefits on a **pretax** basis. You pay your share of the cost of the Medical, Dental and Vision coverage you elect for yourself, your spouse and any tax dependents on a **pre-tax basis**. Please see the *Contributions for Non-Tax Dependents* section below for a description of how your contributions are handled if your enrolled eligible dependents are not eligible for tax-free coverage. The level of contribution is determined by AXA XL.

Participants enrolled for Optional Life, Dependent Life, Optional AD&D, Long-Term Care, Group Prepaid Legal, Individual Disability Insurance, Voluntary Accident, Voluntary Critical Illness and Voluntary Hospital Indemnity coverage pay the cost of coverage on an **after-tax basis**. Contributions shall be made by automatic payroll deduction and are deducted from your paychecks based on your elected level of coverage.

You may elect to pay the cost of Long-Term Disability benefits through after-tax payroll deductions. If you pay for the cost of coverage, any LTD benefits you may receive would be tax-free. If AXA XL pays for the cost of your Long-Term Disability coverage, any LTD benefits you may receive would be taxable income.

Any contributions to the Health Care Flexible Spending Account, Limited Purpose Health Care Flexible Spending Account, Dependent Care Flexible Spending Account, and the Health Savings Account are also on a pre-tax basis. If you wish to enroll in a Health Care, Limited Purpose Health Care or Dependent Care Flexible Spending Account or Health Savings Account, you will be required to agree to have your salary reduced by the appropriate contribution amount.

You do not pay Social Security taxes on the pre-tax dollars you use to pay for coverage under the Plan. As a result, the earnings used to calculate your Social Security benefits at retirement will not include these contributions. This could result in a small reduction in the Social Security benefit you receive at retirement. However, your savings on current taxes under the Plan will normally be greater than any eventual reduction in Social Security benefits.

Employees who are on leave and not receiving regular paychecks will be required to make any required contribution directly to AXA XL. Contact Benefits at rmbenefitsadministration@axaxl.com for instructions.

CONTRIBUTIONS FOR NON-TAX DEPENDENTS

If you elect Medical, Dental and Vision coverage for your eligible domestic partner and his or her eligible children, you will be asked if they are your federal tax dependents at the time of enrollment. If your domestic partner is your tax dependent, you must complete the Affidavit of Domestic Partner Tax Qualified Dependents form as part of your Domestic Partner Affidavit. If your enrolled domestic partner and his or her eligible children are not your federal tax dependents for health benefit purposes, you will pay your contributions for their coverage on an after-tax basis and you will be charged imputed income on the amount AXA XL contributes toward their coverage provided by the Plan. The amount of your imputed income will be reflected as taxable income in your paychecks and will be subject to income tax withholding. In addition, AXA XL will include the annual amount of this imputed income on your W-2 Form at the end of each year. Before enrolling your domestic partner and his or her eligible children, you should talk to your tax advisor about the tax implications for you.

MAKING CHANGES TO YOUR COVERAGE DURING THE YEAR

In general, the benefit options and coverage levels you choose when you are first enrolled remain in effect for the remainder of the Plan Year in which you are enrolled. Elections you make at Open Enrollment remain in effect for the following Plan Year (January 1 through December 31) unless you experience one of the events described in this section (a "Change Event").

Generally you can make changes to your Medical, Dental, Vision, Health Care Flexible Spending Account, Limited Purpose Health Care Flexible Spending Account or Dependent Care Flexible Spending Account elections during the Plan Year only if you experience a Change Event.

You may elect or increase your Optional Life or Dependent Life election midyear only if you have a Change Event, but you may drop coverage at any time.

You may change your Optional AD&D election (increasing or dropping coverage) midyear only if you have a Change Event.

You may change your Group Prepaid Legal elections midyear only if you have a Change Event.

You may elect/increase your Voluntary Accident Insurance, Voluntary Critical Illness Insurance or Voluntary Hospital Indemnity Insurance coverage midyear only if you have a Change Event, but you may drop coverage at any time.

Evidence of Insurability may be required before increased coverage becomes effective for Life and AD&D coverages. You can make changes to your Health Savings Account election once per month.

CHANGES IN STATUS

If you experience one of the events described below and want to make a change to your coverage due to such event, you must notify AXA XL within 30 days of the event, or 60 days for changes related to losing eligibility for Medicaid or CHIP coverage or gaining eligibility for a state's premium assistance program (see the *HIPAA Special Enrollment Events* section). If you do not notify AXA XL within the 30-day period, you will not be able to make any changes to your coverage until the next Open Enrollment period. Changes will be effective with the first pay period after you notify XL America Human Resource Benefits Administration, except that for changes to add yourself or family members due to the birth, adoption or placement for adoption of your child, the election change will be effective as of the birth, adoption or placement for adoption. The XL America US HR Portal can provide more details on permitted election changes.

Please note that in order to change your benefit elections due to a Change Event, you may be required to show proof verifying that these events have occurred (e.g., copy of marriage or birth certificate, divorce decree, etc.). The following is a list of changes in status that may allow you to make a change to your elections (as long as you meet the consistency requirements, as described below).

- **Legal marital status:** Any event that changes your legal marital status, including marriage, divorce, death of a spouse, legal separation, and annulment;
- **Change in domestic partnership status:** Commencement or dissolution of a domestic partnership;
- **Number of eligible dependents:** Any event that changes your number of eligible dependents including birth, death, adoption, legal guardianship, and placement for adoption;
- **Employment status:** Any event that changes your or your eligible dependents' employment status that results in gaining or losing eligibility for coverage. Examples include:
 - Beginning or ending employment;
 - A strike or lockout;
 - Changing from part-time to full-time employment or vice versa; and
 - A change in work location.
- **Unpaid Leave:** Starting or returning from an unpaid leave of absence by the employee;
- **Dependent status:** Any event that causes your dependents to become eligible or ineligible for coverage because of age, student status, or similar circumstances;
- **Residence:** A change in the place of residence for you or your eligible dependents if the change results in your or your eligible dependents living outside your medical or dental plan's network service area;
- **HIPAA Special Enrollment Events:** Events such as the loss of other coverage that qualify as special enrollment events under Health Insurance Portability and Accountability Act (HIPAA);
- **FMLA leave:** Beginning or returning from an unpaid FMLA leave;
- **Reduction in hours of service:** You and your dependents may drop your group health plan coverage under the Plan, even if you remain eligible for such coverage, if:
 - You were reasonably expected to work 30 hours per week and you experience a change in employment, after which you are reasonably expected to work less than 30 hours per week, and
 - You intend to enroll yourself and any dependents dropping coverage in another health plan (satisfying the Affordable Care Act's definition of minimum essential coverage) effective no later than the first day of the 2nd month after you drop AXA XL coverage; however,

- You are not permitted to change your Health Care Flexible Spending Account or Limited Purpose Health Care Flexible Spending Account elections because of a reduction in hours of service;
- **Enrollment in a health plan offered through the public Marketplace:** If you are eligible for a special enrollment period to enroll in public Marketplace coverage, or you want to enroll in public Marketplace coverage during the public Marketplace’s annual open enrollment period, you may drop group health plan coverage under this Plan, even if you remain eligible for coverage under this Plan. You (and any dependents whose coverage is dropped at this time) must intend to enroll in public Marketplace coverage that is effective no later than the day immediately following the last day your coverage under this Plan is dropped. You are not permitted to change your Health Care Flexible Spending Account or Limited Purpose Health Care Flexible Spending Account elections because you intend to enroll in a plan offered through the public Marketplace.

Consistency Requirements for Changes in Status

Except for election changes due to a HIPAA special enrollment events, changes as a result of a reduction in hours of service, and changes because of your enrollment in a health plan offered by the public Marketplace, the changes you make to your coverage must be “on account of and correspond with” the event. To satisfy this “consistency rule,” both the event and the corresponding change in coverage must meet all the following requirements:

- **Effect on eligibility:** The event must affect eligibility for coverage under the Plan or under a plan sponsored by your dependent’s employer. This includes any time you become eligible (or ineligible) for coverage or if the event results in an increase or decrease in the number of your dependent children who may benefit from coverage under the Plan.
- **Corresponding election change:** The election change must correspond with the event. For example, if your dependent child loses eligibility for coverage under the terms of the Plan, you may cancel coverage only for that dependent child. You may not cancel coverage for yourself or other covered dependents.

OTHER EVENTS THAT ALLOW YOU TO CHANGE ELECTIONS

Entitlement to Government Benefits

If you or your eligible dependents become entitled to or lose entitlement to Medicare or Medicaid, or lose entitlement to certain other governmental group medical programs, you may make a corresponding change to your Medical, Dental, Vision and Health Care Flexible Spending Account or Limited Purpose Health Care Flexible Spending Account elections.

QMCSOs

If a Qualified Medical Child Support Order (QMCSO) requires the Plan to provide coverage to your child, then the Plan Administrator may automatically change your election under the Plan to provide coverage for that child. In addition, you may make corresponding election changes as a result of the QMCSO, if you desire. If the QMCSO requires another person (such as your spouse or former spouse) to provide coverage for the child, then you may cancel coverage for that child under the Plan if you provide proof to the Plan Administrator that such other person actually provides the coverage for the child.

COST OR COVERAGE CHANGE EVENTS

In some instances, you can make elections if the type of coverage or cost of coverage changes. These rules do not apply for purposes of a Health Care Flexible Spending Account or Limited Purpose Health Care Flexible Spending Account. Please note that if the change occurs to another employer's plan, you may be required to show proof verifying these events have occurred.

Cost Changes

If the Plan Administrator determines there is a significant increase or decrease in the cost of Medical, Dental and Vision coverages, you may be permitted to revoke your election and make a corresponding new election. If you previously declined coverage, you may also make a corresponding new election.

Any change in the cost of your plan option that the Plan Administrator determines is *not* significant will result in an automatic increase or decrease, as applicable, in your share of the total cost.

Coverage Changes

The following are additional situations in which you may change your current coverage.

Restriction or Loss of Coverage — If your coverage is significantly restricted or ceases entirely, you may revoke your elections and elect coverage under another option that provides similar coverage. Coverage is considered “significantly restricted” if there is an overall reduction in benefits coverage. If the restriction is equivalent to a complete loss of coverage, and no other similar coverage is available, you may revoke your existing election.

- **Addition to or Improvement in Coverage** — If AXA XL adds a coverage option or significantly improves a coverage option during the year, you may revoke your existing election and elect the newly added or newly improved option.

Changes in Coverage under Another Employer Plan — If your spouse or dependent child is employed and his or her employer's plan allows for a change in your family member's coverage (either during that employer's Open Enrollment period or due to a mid-year election change permitted under the Internal Revenue Code), you may be able to make a corresponding election change under the Plan. For example, if your spouse elects family coverage during his or her employer's open enrollment period, you may request to end your coverage under the Plan.

Loss of Other Group Health Plan Coverage — If you or your spouse or dependent child lose coverage under another group health plan sponsored by a governmental or educational institution, including a state children's health insurance program (CHIP), medical care program of an Indian Tribal government, state health benefits risk pool, or a foreign government group health plan, you may enroll in coverage under this Plan.

Dependent Care Flexible Spending Account Cost or Coverage Changes

In addition to the changes described above, you may make mid-year election changes to your Dependent Care Flexible Spending Account if you have one of the following events:

- An increase or decrease in dependent care provider fees (except for increases or decreases by a provider who is related to you);
- You choose a different dependent care provider who charges a different amount; or
- You make a change to your or your spouse's regular work schedule that increases or decreases your need for dependent care.

COVERAGE DURING LEAVE OF ABSENCE

The sections below describe benefit continuation for two specific types of leave: Family and Medical Leave of Absence and Active Military Leave of Absence. For more information about any type of leave of absence, contact Benefits at rmbenefitsadministration@axaxl.com.

FMLA LEAVE

The federal Family and Medical Leave Act of 1993 (FMLA) allows eligible employees to take a specific amount of unpaid leave for serious illness, the birth or adoption of a child, to care for a spouse, child, or parent who has a serious health condition, to care for family members wounded while on active duty in the Armed Forces, or to deal with any qualifying exigency that arises from a family member's active duty or call to active duty in the Armed Forces or a military reserve unit from the National Guard, Military Reserve or retired status in the Armed Forces or Reserve. This leave is also available for family members of veterans for up to five years after a veteran leaves service if he or she develops a service-related injury or illness incurred or aggravated while on active duty. See the Employee Handbook for more information about what leave is available under the FMLA.

If you take an FMLA leave, you may continue your group health coverage (Medical, Dental, Vision, and Health Care Flexible Spending Account or Limited Purpose Health Care Flexible Spending Account coverage) for you and any covered dependents as long as you continue to pay your portion of the cost for your benefits during the leave. If your leave is paid, the cost of group health coverage will continue to be deducted from your pay on a pre-tax basis. If your leave is unpaid, you may continue your participation if you contribute your share of the cost of group health coverage during the leave by paying for coverage during your leave on an after-tax basis, or catching up with pre-tax contributions upon your return from leave. As to all other coverages, the terms of the benefit in which you are enrolled control whether and to what extent coverage and benefits under that plan continue during a leave of absence.

If your Health Care Flexible Spending Account or Limited Purpose Health Care Flexible Spending Account coverage terminates during your leave, you may reinstate your account if you return to work in the same year that your leave began. You will have a choice to resume contributions to the spending accounts at the same level in effect before your leave, or you may elect to increase your contributions to "make up" for contributions you missed during your leave period. If you simply resume your prior contribution level, the amount available for reimbursement for the year will be reduced by the contributions missed during your leave. Regardless of whether you choose to resume your former contribution level, or make up for missed contributions, expenses incurred while your account participation is suspended will not be reimbursed.

If you experience a Change Event while you are on leave, or upon your return from leave, you may make appropriate changes to your elections (for example, if you have a baby and want to increase Health Flexible Spending Account contributions.)

Any coverages that are terminated during your FMLA leave will be reinstated upon your return without any evidence of good health or newly imposed waiting period.

If you lose any group health coverage during an FMLA leave because you did not make the required contributions, you may re-enroll when you return from your leave. Your group health coverage will start again on the first day after you return to work and make your required contributions.

If you do not return to work at the end of your FMLA leave you may be entitled to purchase COBRA continuation coverage (see the *COBRA* section of this SPD).

MILITARY LEAVE

If you take a military leave, whether for active duty or for training, you are entitled to extend your Medical, Dental, Vision, EAP and Health Care Flexible Spending Account or Limited Purpose Health Care Flexible Spending Account coverage for up to 24 months as long as you give the Plan Administrator advance notice of the leave (unless military necessity prevents this, or if providing notice would be otherwise impossible or unreasonable). This continuation coverage is pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). Your total leave, when added to any prior periods of military leave from AXA XL, cannot exceed five years. There are a number of exceptions, however, such as types of service that are not counted toward the five-year limit — including situations where service members are involuntarily retained beyond their obligated service date; additional required training; federal service as a member of the National Guard; and service under orders during war or national emergencies declared by the President or Congress. Additionally, the maximum time period may be extended due to your hospitalization or convalescence following service-related injuries after your uniformed service ends.

If the entire length of the leave is 30 days or less, you will not be required to pay any more than the contributions required for active employees. If the entire length of the leave is 31 days or longer, you may be required to pay up to 102% of the full amount necessary to cover an employee (including any amount for dependent coverage) who is not on military leave.

Life Insurance, AD&D and Long-Term Disability coverage will continue for up to 24 months (if you make any required contributions), or if different, the duration listed in the carrier booklet. Your Optional Life Insurance is portable and can be continued directly with the carrier. All other coverages including your Dependent Care Flexible Spending Account will terminate during your military leave. However, benefits would not be payable for disability claims related to service in the armed forces or as a result of an act of war (see certificates for details). Long-Term Care coverage will continue if you make the required premium payments, however, military and war exclusions may also apply (see certificate for details).

After the first 24 months of continuation coverage under military leave have been exhausted, you may purchase COBRA continuation coverage for an additional 18 months (see page 19).

If you take a military leave, but your coverage under the Plan is terminated — for instance, because you do not elect the extended coverage — when you return to work at AXA XL, you will be treated as if you had been actively employed during your leave when determining whether an exclusion or waiting period applies.

UNPAID PERSONAL LEAVE

If you take an unpaid personal leave, your Medical Dental, Vision, Life, AD&D and Long-Term Disability coverage will continue for up to 30 days. You may continue or suspend your Health Care Flexible Spending Account or Limited Purpose Health Care Flexible Spending Account. If you elect to continue your Health Care Flexible Spending Account or Limited Purpose Health Care Flexible Spending Account, coverage will be continued through the end of the Plan Year in which your unpaid leave began. Contributions would be paid on an after-tax basis. You may elect to continue Long-Term Care coverage if you pay your premiums directly to the insurance carrier. Your Optional Life Insurance benefits are portable and you may elect to continue those benefits directly with the carrier. All other coverages, including your Dependent Care Flexible Spending Account, are suspended.

LTD LEAVE

If you are approved for Long-Term Disability, you may be able to file for a waiver of premium to continue your Life Insurance. Your Medical, Dental and Vision benefits may be continued to up to 24 months from the date of your initial disability. You may elect to continue Long-Term Care coverage if you pay your premiums directly to the insurance carrier. Your Optional Life Insurance benefits are portable and you may elect to continue those benefits directly with the carrier. All other benefits will terminate once you begin LTD.

WHEN COVERAGE ENDS

Your coverage will terminate on the earliest of the following dates:

- The date that your coverage is terminated by amendment of the Plan, by whole or partial termination of the Plan, termination of the insurance contract or agreement, or by discontinuance of contributions by AXA XL;
- Medical, Dental and Vision coverage ends on the last day of month in which you cease to be employed in one of the eligible classes.
- Flexible Spending Account coverage ends on the last day of the month in which you cease to be employed in one of the eligible classes.
- All other coverage ends on the date you cease to be employed in one of the eligible classes. This includes your death, reduction in hours, or termination of active employment;
- The first day of the month for which you fail to make a required contribution;
- The date you report for active military service, unless coverage is continued through the Uniformed Services Employment and Reemployment Rights Act (USERRA) as explained in the *Military Leave* section above.
- The date the Plan Administrator discovers that you or your dependents have committed fraud on the Plan or AXA XL (and, if permitted by law, retroactively to the date of such fraud).

Other circumstances that can result in the termination, reduction, loss or denial of benefits (for instance, exclusions for certain medical procedures or exclusions due to pre-existing conditions on benefits other than Medical benefits) are described in the Benefit Booklets.

Coverage for your spouse and other dependents (including your domestic partner) terminates when your coverage terminates. Dependent coverage will also cease for other reasons specified in the Benefit Booklets. In addition, dependent coverage will terminate:

- The date that your spouse or other dependents' coverage is terminated by amendment of the Plan, by whole or partial termination of the Plan, by termination of the insurance contract or agreement, or by discontinuance of contributions by AXA XL or your employer;
- For your dependent child the end of the calendar year in which he or she turns 26.
- The end of the month in which your legally married spouse, domestic partner or child is no longer considered an eligible dependent;
- The end of the month in which you stop making contributions required for dependent coverage.

For children covered pursuant to a QMCSO, coverage will end as of the date that the child is no longer required to be covered under a QMCSO.

Depending on the reason for termination of coverage, you and your covered spouse and dependent children might have the right to continue health coverage temporarily under COBRA (see COBRA section below) or under a conversion right under a particular benefit. Refer to your Benefit Booklets for more information on conversion.

COBRA

COBRA continuation coverage is a temporary extension of group health coverage under the Plan under certain circumstances (called "qualifying events") when coverage would otherwise end. The right to COBRA coverage was created by federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA coverage can become available to you when you would otherwise lose your group health coverage under the Plan. It can also become available to your spouse and dependent children who lose coverage due to certain specified situations.

Only a "qualified beneficiary" (as defined by federal law) is legally entitled to continue health insurance coverage. Qualified beneficiaries can include you, your spouse and your dependent children if they were covered by the Plan when the qualifying event occurred. Each qualified beneficiary has his or her own right to elect or decline COBRA continuation coverage even if you decline or are not eligible for COBRA continuation.

While domestic partners are not legally entitled to COBRA continuation coverage, the Plan allows such individuals who are covered by the Plan when a qualifying event occurs to elect to continue their Plan coverage under terms and conditions that mirror a spouse's right to COBRA.

The following paragraphs generally explain COBRA coverage, when it may become available to you and your spouse and dependent children, and what you need to do to protect the right to receive it. COBRA applies to Medical, Dental, Vision, Employee Assistance Plan, Health Care Flexible Spending Account and Limited Purpose Health Care Flexible Spending Account benefits. COBRA does not apply to any other benefits offered under the Plan or by AXA XL (such as Life, Long Term Disability, or AD&D benefits). The Plan provides no greater COBRA rights than what COBRA requires – nothing in this Summary Plan Description is intended to expand your rights beyond COBRA's requirements.

You may have other options available to you when you lose group health coverage. For example, you may be eligible to buy an individual plan through the public Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

What is COBRA Coverage

COBRA coverage is temporary continuation of group health coverage under the Plan when coverage would otherwise end because of a "qualifying event". After a qualifying event occurs and any required notice of that event is properly provided to the COBRA Administrator, COBRA coverage will be offered to each person losing group health coverage under the Plan who is a "qualified beneficiary". You, your spouse, and your dependent children could become qualified beneficiaries and would be entitled to elect COBRA if group health coverage under the Plan is lost because of the qualifying event.

COBRA coverage is the same coverage that the Plan provides to other participants or beneficiaries under the Plan who are not receiving COBRA coverage. Each qualified beneficiary who elects COBRA will have the same rights under the Plan as other participants or beneficiaries covered under the Plan's group health coverage elected by the qualified beneficiaries, including Open Enrollment and special enrollment rights. Under the Plan, qualified beneficiaries who elect COBRA must pay the full cost for COBRA coverage.

The pronoun "you" in the following paragraphs regarding COBRA refers to each person covered under the Plan who is or may become a qualified beneficiary.

Who Is Covered

Employees

If you are an employee of AXA XL, you will have the right to elect COBRA if you lose your group health coverage under the Plan because of either one of the following qualified events:

- A reduction in your hours of employment with AXA XL, or
- The termination of your employment with AXA XL (for reasons other than gross misconduct on your part).

Spouse

If you are the spouse of an employee of AXA XL, you will have the right to elect COBRA if you lose your group health coverage under the Plan because of any of the following qualifying events:

- The death of your spouse;
- The termination of your spouse's employment with AXA XL (for reasons other than your spouse's gross misconduct) or reduction in your spouse's hours of employment with AXA XL;
- Your spouse's entitlement to Medicare benefits (under Part A, Part B, or both); or
- Divorce or legal separation from your spouse. Also, if your spouse (the employee) reduces or eliminates your group health coverage in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the divorce or legal separation may be

considered a qualifying event for you even though your coverage was reduced or eliminated before the divorce or legal separation.

Dependent Children

If you are a dependent child of an employee, you will have the right to elect COBRA if you lose your group health coverage under the Plan because of any of the following qualified events:

- The death of the parent-employee;
- The termination of the parent-employee's employment with AXA XL (for reasons other than the employee's gross misconduct) or reduction in the employee's hours of employment;
- The parent-employee's divorce; or
- You, the dependent child, cease to meet the definition of a "dependent child" under the Plan.

FMLA

If you take a leave of absence that qualified under the Family and Medical Leave Act (FMLA) and do not return to work at the end of the leave, you (and your spouse and dependent children, if any) will have the right to elect COBRA if:

- you were covered by group health coverage under the Plan on the day before the FMLA leave began (or became covered by group health coverage under the Plan during the FMLA leave); and
- you lose group health coverage under the Plan because the employee does not return to work at the end of the leave.

COBRA coverage will begin on the earliest of the following to occur:

- when you definitively inform AXA XL that you are not returning at the end of the leave; or
- the end of the leave, assuming you do not return to work.

Newly Eligible Child

If you, the former employee of AXA XL, elect COBRA coverage and then have a child (either by birth, adoption, or placement for adoption) during the period of COBRA coverage, the new child is also eligible to become a qualified beneficiary. In accordance with the terms of the Plan's eligibility and other requirements for group health coverage and the requirements of federal law, these qualified beneficiaries can be added to COBRA coverage by providing the Plan Administrator (see Contact Information) with notice of the new child's birth, adoption or placement for adoption. This notice must be provided within 30 days of birth, adoption or placement for adoption. The notice must be in writing and must include the name of the new qualified beneficiary, date of birth or adoption of new qualified beneficiary, and birth certificate or adoption decree.

If you fail to notify the Plan Administrator within the 30 days, you will *not* be offered the option to elect COBRA coverage for the newly acquired child. Newly acquired dependent children (other than children born to, adopted by, or placed for adoption with the employee) will not be considered qualified beneficiaries, but may be added to the employee's continuation coverage, if enrolled in a timely fashion, subject to the Plan's rules for adding a new dependent.

QMCSO

A child of the covered employee who is receiving benefits under the Plan pursuant to a qualified medical child support order (QMCSO) received by the Plan Administrator during the covered employee's period of employment with AXA XL is entitled to the same rights to elect COBRA as an eligible dependent child of the covered employee.

When is COBRA Coverage Available

When the qualifying event is the end of employment, reduction of hours of employment or death of the employee, the Plan will offer COBRA coverage to the qualified beneficiaries. You do not need to notify the COBRA Administrator of any of these three qualifying events.

For a qualifying event which is a divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage, a COBRA election will be available to you only if you notify the COBRA Administrator (see Contact Information below) in writing within 60 days of the date on which the qualified beneficiary loses (or would lose) coverage under the terms of the Plan as a result of the qualifying event. You or a representative acting on your behalf (such as a family member) are responsible for providing the required notice.

The notice must include the following information:

- The name of the employee who is or was covered under the Plan;
- The name(s) and address(es) of all qualified beneficiary(ies) who lost (or will lose) coverage under the Plan due to the qualifying event;
- The qualifying event giving rise to COBRA coverage;
- The date of the qualifying event; and
- The signature, name and contact information of the individual sending the notice.

In addition, you must provide documentation supporting the occurrence of the qualifying event, if the COBRA Administrator requests it. Acceptable documentation includes a copy of the divorce decree or dependent child's birth certificate(s), driver's license or marriage license. You must mail or hand deliver this notice to Benefits Administration as listed under Contact Information.

If the above procedures are not followed or if the notice is not provided to the COBRA Administrator within the 60-day notice period, you will lose your right to elect COBRA. In addition, if any claims are mistakenly paid for expenses incurred after the date coverage would normally be lost because of the qualifying event, you will be required to reimburse the Plan for any claims mistakenly paid.

How to Elect COBRA

To elect COBRA coverage, you must complete the election form that is part of the Plan's COBRA election notice and mail it to the COBRA Administrator. An election notice will be provided to qualified beneficiaries at the time of the qualifying event. Under federal law, you must elect COBRA coverage within 60 days from the date you would lose coverage due to a qualifying event, or, if later, 60 days after the date you are provided with the COBRA election notice from the Plan.

Your election must be postmarked within the 60-day election period. If you do not submit a completed election form within the 60-day election period, you will lose your right to COBRA. If you return your election form waiving your rights to COBRA and change your mind within the 60-day election period, you may revoke your waiver and still elect the COBRA coverage as long as it is within the original 60-day election period. However, your COBRA coverage will be effective as of the date you revoked your waiver of coverage.

Separate Elections

Each qualified beneficiary has an independent election right for COBRA coverage. For example, even if the employee does not elect COBRA coverage, other family members who are qualified beneficiaries may elect to be covered under COBRA. Also, if there is a choice among types of coverage, each qualified beneficiary who is eligible for COBRA continuation coverage is entitled to make a separate election among the types of coverage. Thus, a spouse or dependent child may elect different coverage than the employee elects.

A covered employee or spouse can also make the COBRA election on behalf of all qualified beneficiaries and a parent or legal guardian may make the election on behalf of a minor child. Any qualified beneficiary for whom COBRA is not elected within the 60-day election period will lose his or her right to elect COBRA coverage.

Coverage

If you elect COBRA continuation coverage, your coverage will generally be identical to coverage provided to “similarly situated” employees or family members at the time you lose coverage. However, if any changes are made to coverage for similarly situated employees or family members, your coverage will be modified as well. “Similarly situated” refers to a current employee or dependent child who has not had a qualifying event. Qualified beneficiaries on COBRA have the same enrollment and election change rights as active employees.

Medicare and Other Coverage

Qualified beneficiaries who are entitled to elect COBRA may do so even if they have other group health coverage or are entitled to Medicare benefits on or before the date on which COBRA is elected. However, as discussed in more detail below, a qualified beneficiary’s COBRA coverage will terminate automatically if after electing COBRA, he or she becomes entitled to Medicare benefits or becomes covered under other group health plan coverage (but only after any applicable pre-existing condition exclusions of that other plan have been exhausted or satisfied). When you complete the election form, you must notify the COBRA Administrator (PayFlex) if any qualified beneficiary has become entitled to Medicare (Part A, Part B or both) and, if so, the date of Medicare entitlement.

Health Care Flexible Spending Account or Limited Purpose Health Care Flexible Spending Account COBRA Coverage

You are also permitted to elect COBRA coverage due to a qualifying event for your Health Care Flexible Spending Account or Limited Purpose Health Care Flexible Spending Account by continuing contributions on an after-tax basis. Generally, the COBRA rules described above are the same, except that the maximum period for which you may continue after-tax contributions to your Health Care Flexible Spending Account or Limited purpose Health Care Flexible Spending Account is the remainder of the Plan Year in which your qualifying event occurred.

Electing COBRA for your Health Care Flexible Spending Account or Limited Purpose Health Care Flexible Spending Account gives you the benefit of extending the time period for which claims for reimbursement may be incurred. Normally, to be eligible for reimbursement a claim must be incurred while you are covered under and contributing to the Health Care Flexible Spending Account or Limited Purpose Health Care Flexible Spending Account. If you have not incurred enough expenses at the time of your qualifying event to recover your contributions to the account, then you should consider electing COBRA in order to extend the coverage period

long enough to incur claims that would allow for full reimbursement, but not past the end of the year. For this reason, COBRA is only available to you or your dependents if the amount you could be reimbursed exceeds the amount you would have to pay into the account on an after-tax basis.

If you have carried over an amount from the previous Plan Year in your Health Care FSA or Limited Purpose Health Care FSA and you have a COBRA qualifying event, any remaining balance of that carryover will be included if you elect to continue coverage under COBRA. The cost to continue your Health Care FSA or Limited Purpose Health Care FSA under COBRA is 102% of your current Plan Year monthly election, but will not include an additional cost for the carryover amount. See “Duration of COBRA,” below, for a description of the duration of COBRA coverage for the Health Care Flexible Spending Account or Limited Purpose Health Care Flexible Spending Account.

Cost of COBRA Coverage

Each qualified beneficiary is required to pay the entire cost of COBRA coverage. The amount a qualified beneficiary may be required to pay may not exceed 102% (or, in the case of an extension of COBRA coverage due to disability, 150%) of the cost to the group health plan (including both employer and employee contributions) for coverage of a similarly situated plan participant or beneficiary who is not receiving COBRA coverage.

The amount of your COBRA premiums may change from time to time during your period of COBRA coverage and will most likely increase over time. You will be notified of COBRA premium changes.

Your first premium is due within 45 days after you elect COBRA coverage. **If you do not make your first payment for COBRA coverage within the 45 days after the date of your timely election, you will lose all COBRA rights under the Plan.** Thereafter, payments are due by the first day of each month to which the payments apply (payments must be postmarked on or before the end of the 30-day grace period). **If you fail to make a monthly payment before the end of the grace period for that month, you will lose all rights to COBRA coverage under the Plan.**

All COBRA premiums must be paid by check or money order. Your first payment and all monthly payments for COBRA coverage must be submitted on-line, mailed or hand delivered to the COBRA Administrator (PayFlex) at the address provided by the Administrator.

If mailed, your payment is considered to have been made on the date that it is postmarked. You will not be considered to have made any payment by mailing a check if your check is returned due to insufficient funds or otherwise.

Your first payment must cover the cost of COBRA coverage from the time your coverage under the Plan would have otherwise terminated up through the end of the month before the month in which you make your first payment. You are responsible for making sure that the amount of your first payment is correct. You may contact the COBRA Administrator (PayFlex) to confirm the correct amount of your first payment.

COBRA coverage is not effective until you elect it *and* make the required payment. Claims for reimbursement will not be processed and paid until you have elected COBRA and made the first payment for it.

Duration of COBRA

If you lose Plan coverage because of termination of employment or reduction in hours, the law requires that you be given the opportunity to maintain COBRA coverage for a maximum of 18 months. For all other qualifying events, the law requires that you be given the opportunity to maintain COBRA coverage for a maximum of 36 months.

When Plan coverage is lost because of termination of employment or reduction in hours, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA coverage for qualified beneficiaries (other than the employee) who lose coverage as a result of the qualifying event can last until up to a maximum of 36 months after the date of Medicare entitlement. This COBRA coverage period is available only if the covered employee becomes entitled to Medicare within 18 months BEFORE termination or reduction of hours.

The maximum COBRA coverage period for the Health Care Flexible Spending Account or Limited Purpose Health Care Flexible Spending Account ends on the last day of the Plan Year in which the qualifying event occurred. Notwithstanding the previous sentence, a Qualified Beneficiary shall carryover any amounts described in the *Health Care Flexible Spending Account* or *Limited Purpose Health Care Flexible Spending Account* sections of this SPD at the end of the Plan Year, to a subsequent Plan Year. The carryover shall only be available for the duration of the period of COBRA continuation coverage. No premium will be charged for the subsequent Plan Year.

COBRA coverage can end before any of the above maximum periods for several reasons. See the Early Termination of COBRA section below for more information.

29-Month Qualifying Event (Due to Disability)

If the qualifying event that resulted in your COBRA election was the covered employee's termination of employment or reduction of hours, an extension of the maximum period of coverage may be available if a qualified beneficiary is disabled. If a qualified beneficiary is determined by the Social Security Administration to be disabled and you notify Benefits Administration in a timely fashion, all the qualified beneficiaries in your family may be entitled to receive up to an additional 11 months of COBRA coverage, for a total of 29 months. The disability must have started at some time before the 61st day after the covered employee's termination of employment or reduction of hours and must last until the end of the period of COBRA coverage that would be available without the disability extension (generally 18 months, as described above). Each qualified beneficiary will be entitled to the disability extension if one of them qualifies.

To continue coverage for the additional 11 months, you or a representative acting on your behalf must notify the COBRA Administrator in writing of the Social Security Administration's determination within 60 days after the latest of:

- The date of the Social Security Administration's disability determination;
- The date of the covered employee's termination of employment or reduction of hours; or
- The date on which the qualified beneficiary loses (or would lose) coverage under the terms of the Plan as a result of the covered employee's termination of employment or reduction of hours; and
- The date on which the qualified beneficiary is informed, through the furnishing of the Plan's summary plan description or COBRA initial notice, of both the responsibility to provide the

notice of disability determination and the Plan's procedures for providing such notice to the COBRA Administrator.

You must also provide this notice within 18 months after the covered employee's termination or reduction of hours in order to be entitled to a disability extension. The notice must be provided in writing and must include the following information:

- The name(s) and address(es) of all qualified beneficiaries who are receiving COBRA due to the initial qualifying event;
- The name and address of the disabled qualified beneficiary;
- The date that the qualified beneficiary become disabled;
- The date that the Social Security Administration made its determination of disability;
- A statement as to whether or not the Social Security Administration has subsequently determined that the qualified beneficiary is no longer disabled; and
- The signature, name and contact information of the individual sending the notice.

Your notice must include a copy of the Social Security Administration's determination of disability. You must mail or hand deliver this notice to the COBRA Administrator.

If the above procedures are not followed or if the notice is not provided to the COBRA Administrator within the 60-day notice period, there will be no disability extension of COBRA coverage.

If, during continued coverage, the Social Security Administration determines that the qualified beneficiary is no longer disabled, the individual must notify the COBRA Administrator of this determination within 30 days of the date it is made and COBRA coverage will end no earlier than the first of the month that begins more than 30 days after the date of the final determination by the Social Security Administration that the qualified beneficiary is no longer disabled. The notice must be provided in the same manner as described above, and include the same information required for a notice of disability as described above.

Second Qualifying Event

An extension of COBRA coverage will be available to the spouse and dependent children who are receiving COBRA coverage if a second qualifying event occurs during the 18 months (or, in case of a disability extension, the 29 months) following the covered employee's termination of employment or reduction in hours. Second qualifying events include an employee's death, divorce or legal separation, or a child losing dependent status (if such qualifying event would have resulted in a loss of coverage under the plan for an active employee or dependent had the first qualifying event not occurred). If you experience a second qualifying event, COBRA coverage for a spouse or dependent child can be extended from 18-months (or 29 months in case of a disability extension) to 36 months, but in no event will coverage last beyond 36 months from the initial qualifying event or the date coverage would have been lost due to the initial qualifying event.

This extension is only available if you or a representative acting on your behalf notify Benefits Administration in writing of the second qualifying event within 60 days after the later of (1) the date of the second qualifying event; (2) the date on which the qualified beneficiary would have lost coverage under the terms of the Plan as a result of the second qualifying event (if it had occurred while the qualified beneficiary was still covered under the Plan as an active participant); and (3) the date on which the qualified beneficiary is informed, through the furnishing of the Plan's summary plan description or COBRA initial notice, of both the responsibility to provide the notice of disability determination and the Plan's procedure for

providing such notice to the COBRA Administrator. The notice must include the following information:

- The name(s) and address(es) of all qualified beneficiaries who are receiving COBRA due to the initial qualifying event;
- The second qualifying event;
- The date of the second qualifying event; and
- The signature, name and contact information of the individual sending the notice.

In addition, you must provide documentation supporting the occurrence of the second qualifying event, if the Plan requests it. Acceptable documentation includes a copy of the divorce decree, death certificate or dependent child's birth certificates, driver's license, or marriage license .

You must mail this notice to the COBRA Administrator at the address listed below under Contact Information.

If the above procedures are not followed or if the notice is not provided to Benefits Administration within the 60-day notice period, there will be no extension of COBRA coverage due to a second qualifying event.

Early Termination of COBRA

The law provides that your COBRA continuation coverage may be cut short prior to the expiration of the 18-, 29-, or 36-month period for any of the following five reasons:

- AXA XL no longer provides group health coverage to any of its employees;
- The premium for COBRA continuation coverage is not paid on time (within the applicable grace period);
- The qualified beneficiary first becomes covered — after the date COBRA is elected — under another group health plan (whether or not as an employee), but only after any pre-existing condition exclusions of the other plan for a pre-existing condition of the qualified beneficiary have been exhausted or satisfied;
- The qualified beneficiary first becomes entitled to Medicare (under Part A, Part B or both) after the date COBRA is elected; or
- Coverage has been extended for up to 29 months due to disability, and there has been a final determination made by the Social Security Administration that the individual is no longer disabled. Coverage will end no sooner than the first of the month that is more than 30 days from the date Social Security determines that the individual is no longer disabled.

COBRA coverage may also be terminated for any reason the Plan would terminate coverage of a participant not receiving COBRA coverage (such as fraud). In addition, AXA XL reserves the right to terminate your coverage retroactively in the event it determines you are not eligible for COBRA.

The Health Insurance Portability and Accountability Act (HIPAA) and the Affordable Care Act restrict the extent to which group health plans may impose pre-existing condition limitations. If you become covered by another group health plan and that plan contains a pre-existing condition limitation that affects you, your COBRA coverage cannot be terminated. However, if the other plan's pre-existing condition rule does not apply to you by reason of HIPAA's restrictions on pre-existing condition clauses, the Plan may terminate your COBRA coverage.

You must notify Benefits Administration in writing within 30 days if, after electing COBRA, a qualified beneficiary becomes entitled to Medicare or becomes covered under other group health plan coverage (but only after any pre-existing condition exclusions have been exhausted

or satisfied). COBRA coverage will terminate (retroactively, if applicable) as of the date of Medicare entitlement or as of the beginning date of other group health coverage (after exhaustion or satisfaction of any pre-existing condition limitation). AXA XL, the insurance carriers and/or HMOs may require repayment to the Plan of all benefits paid after the termination date, regardless of whether or when you provide the required notice.

In addition, you must notify Benefits Administration in writing if, during a disability extension of COBRA coverage, the Social Security Administration determines that the qualified beneficiary is no longer disabled. See 29-Month Qualifying Event (Due to Disability) section above.

Are there other coverage options besides COBRA Continuation Coverage?

Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the public Marketplace, Medicaid, Children's Health Insurance Program (CHIP), or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.healthcare.gov.

Can I enroll in Medicare instead of COBRA continuation coverage after my group health plan coverage ends?

In general, if you don't enroll in Medicare Part A or B when you are first eligible after the Medicare initial enrollment period because you are still employed and enrolled in AXA XL's Plan, you have an 8-month special enrollment period to sign up for Medicare Part A or B, beginning on the earlier of

- The month after your employment ends, or
- The month after group health plan coverage based on current employment ends.

If you don't enroll in Medicare and elect COBRA continuation coverage instead, you may have to pay a Part B late enrollment penalty and you may have a gap in coverage if you decide you want Part B later.

If you elect COBRA continuation coverage and later enroll in Medicare Part A or B before the COBRA continuation coverage ends, the Plan may terminate your continuation coverage. However, if Medicare Part A or B is effective on or before the date of the COBRA election, COBRA coverage may not be discontinued on account of Medicare entitlement, even if you enroll in the other part of Medicare after the date of the election of COBRA coverage.

If you are enrolled in both COBRA continuation coverage and Medicare, Medicare will generally pay first (primary payer) and COBRA continuation coverage will pay second. Certain plans may pay as if secondary to Medicare, even if you are not enrolled in Medicare.

For more information on Medicare, special enrollment periods, and coordination with your group health plan coverage and/or COBRA, visit <https://www.medicare.gov/medicare-and-you>.

Contact Information

If you have any questions about COBRA coverage or the application of the law, please contact the COBRA administrator:

COBRA Administrator:
Payflex

For further questions regarding the Plan, please contact:

Plan Administrator:
Benefits Administration
AXA XL
677 Washington Blvd.
10th Floor
Stamford, CT 06901
(203) 964-5200

rmbenefitsadministration@axaxl.com You may also contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website at www.dol.gov/ebsa. For more information about the Marketplace, visit www.HealthCare.gov.

Keep Your Plan Informed of Address Changes

In order to protect your and your family's rights, you should keep the Plan Administrator and the COBRA Administrator informed of any changes in your and your family members' addresses. You should also keep a copy, for your records, of any notices you send to the COBRA Administrator.

Special COBRA Rights for California Employees

If you are enrolled in a medical HMO or insured medical coverage in California at the time your federal COBRA coverage is exhausted, you and your eligible dependents may be eligible to extend COBRA coverage from 18 or 29 months to a total of 36 months measured from the date of the original qualifying event. The HMO or insurance company may charge up to 110% of the cost (disabled individuals may be charged up to 150% of the cost). This special California continuation benefit is provided by the HMOs and insurance companies and is not AXA XL's responsibility. Contact your HMO or insurance carrier to find out whether you are eligible for this continuation benefit and how to obtain it.

Converting Coverage After Termination

If you are eligible to convert your coverage to an individual policy, you will be sent a conversion notice within the last 180 days of COBRA coverage. Contact the applicable HMO or insurance company for information on converting to an individual policy. HMOs and insurance companies will sometimes permit you to continue membership or equivalent coverage under an individual policy. Conversion rights may also be available to your spouse and/or dependent children. However, the cost of conversion coverage is usually high, and conversion coverage often will not offer the same comprehensive coverage as the Plan. For more information about conversion rights, contact the applicable HMO or insurance company.

COVERED AND NON-COVERED SERVICES

Refer to the Benefit Booklets provided by your applicable insurance company and/or service provider for a specific listing of covered and non-covered services under your benefits.

Special Rights for Mothers and Newborn Children

For the mother or newborn child, the Plan will not restrict benefits for any hospital length of stay in connection with childbirth to less than 48 hours following a vaginal delivery, or 96 hours following a Cesarean section. However, the mother's or newborn's attending provider, after consulting with the mother, may discharge the mother or her newborn earlier than 48 hours (or 96 hours, as applicable) after the delivery. In any case, no authorization is required from the Plan or an insurance company for a length of stay that does not exceed 48 hours (or 96 hours).

Women's Health and Cancer Rights Act

The Plan will provide certain coverage for benefits received in connection with a mastectomy, including reconstructive surgery following a mastectomy. This benefit applies to any covered employee or dependent, including you, your spouse, and your dependent children.

If the covered person receives benefits under the Plan in connection with a mastectomy and elects breast reconstruction, the coverage will be provided in a manner determined in consultation with the attending physician and the covered person. Coverage may apply to:

- Reconstruction of the breast on which the mastectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- Prostheses; and
- Treatment of physical complications at all stages of the mastectomy, including lymphedemas.

Benefits for breast reconstruction are subject to annual Plan deductibles and coinsurance provisions that apply to other medical and surgical benefits covered under the Plan.

Designation of Primary Care Providers

Your medical plan generally allows the designation of a primary care provider. You have the right to designate any primary care provider who participates in-network and who is available to accept you or your family members. For information on how to select a primary care provider, and for a list of the participating primary care providers, contact the Claims Administrator.

For children, you may designate a pediatrician as the primary care provider.

HEALTH CARE FLEXIBLE SPENDING ACCOUNT BENEFITS

The Health Care Flexible Spending Account may be of interest to you if you are paying for health care expenses that are not fully reimbursed or not covered by your health coverage.

This section explains how the Health Care Flexible Spending Account allows you to pay for certain health care expenses with pre-tax dollars. By participating, you will receive a portion of what would otherwise be your regular pay in health care expense reimbursement. This also reduces the amount of taxable income you receive and, therefore, reduces your taxes.

COVERED DEPENDENTS

You may submit health care expenses incurred by you, your spouse, and your tax dependents as listed in the *Eligible Dependents* section of this SPD.

CONTRIBUTION LIMITS

You may contribute any whole dollar amount of not more than \$2,750 (or the amount communicated annually by AXA XL), per Plan Year of your own money to your Health Care Flexible Spending Account.

ELIGIBLE EXPENSES

The Health Care Flexible Spending Account is an account that allows you to put money aside to reimburse yourself for "eligible" health care expenses. Expenses must be incurred during the Plan Year and while you were covered under the Health Care Flexible Spending Account. An expense is considered incurred when the care or service is provided—not when your provider issues a bill, nor when you receive or pay that bill. You may submit bills for any expense for medical care, as defined in Section 213 of the Internal Revenue Code (except Long-Term Care premiums and expenses associated with Long-Term Care and other health care premiums), which you are obligated to pay and which are not covered by any plan.

This may include amounts that are not paid by your employer-sponsored health care plan, such as deductibles, coinsurance, copayments, expenses in excess of plan dollar limits, or those which exceed customary and reasonable fees. You may also submit bills for medical, dental, and vision expenses that are not reimbursed by another plan so long as they are medical expenses you could have claimed on your individual income tax return (Form 1040).

Expenses eligible to be reimbursed from the Health Care Flexible Spending Account include expenses for the diagnosis, cure, treatment or prevention of disease, and for treatments affecting any part or function of the body. Expenses must be to alleviate or prevent a physical or mental defect or illness. Expenses incurred solely for cosmetic reasons or expenses that are merely beneficial to a person's general health (except menstrual care products, smoking cessation and physician-directed weight reduction programs) are not eligible for reimbursement.

Below is a partial list of expenses that may be eligible for reimbursement under the Health Care Flexible Spending Account:

- Medical Expenses
 - Deductibles
 - Coinsurance
 - Copayments
 - Charges for routine check-ups, physical examinations, and tests connected with routine exams
 - Charges over the "reasonable and customary" limits
 - Expenses excluded under the terms of the Medical benefit plan
 - Menstrual care products
 - Personal protective equipment (PPE) for the primary purpose of preventing the spread of the Coronavirus Disease 2019
 - Drugs requiring a doctor's written prescription that are not covered the Medical benefit plan
 - Over-the-counter drugs as permitted under applicable law or regulation

- Insulin (which may be reimbursed without a prescription)
- Smoking cessation programs and related medicines
- Weight loss programs which are at the direction of a physician to treat a medical condition such as hypertension (weight loss programs for general health improvement do not qualify)
- Other selected expenses not covered by a medical plan that qualify for a federal income tax deduction, such as special services and supplies for the disabled (such as seeing eye dogs for the blind, dentures and artificial limbs, wheelchairs and crutches)
- Dental Expenses
 - Deductibles
 - Coinsurance
 - Copayments
 - Expenses that exceed the maximum annual amount allowed by your dental plan
 - Charges over the “reasonable and customary” limits
 - Orthodontia treatments that are not strictly cosmetic
- Vision and Hearing Expenses
 - Vision examinations and treatment not covered by a vision plan
 - Cost of eyeglasses, laser surgery, prescription sunglasses, contact lenses including lens solution and enzyme cleaner
 - Cost of hearing exams, aids and batteries
- Transportation - Amounts paid for transportation for health care can be claimed. Transportation costs do not include the cost of any meals and lodging while away from home and receiving health care treatment.

INELIGIBLE EXPENSES

Below is a partial list of expenses **not** eligible for reimbursement under the Health Care Flexible Spending Account:

- Premiums
 - Premiums paid by the Employee, a spouse or other Dependents for coverage under any health plan
 - Premiums paid for Medicare
 - Premiums paid for Long Term-Care Insurance
 - Premiums paid for policies that provide coverage for loss of earnings, accidental death, loss of limbs, loss of sight, etc.
- Cosmetic Procedures that are strictly cosmetic, such as electrolysis, teeth bleaching, hair transplants or plastic surgery
- Expenses Related to General Health - Expenses incurred must be primarily for the prevention or alleviation of a physical or mental illness or defect. Therefore, an expense which is merely beneficial to the general health of an individual (such as an expenditure for vacation or health club dues, even if prescribed by a doctor) is generally not an expense for medical care. Generally, only foods prescribed by your doctor as supplements to the normal diet may qualify as a medical expense. This exclusion does not include menstrual care products or PPE.
- Long term care expenses

The IRS does not allow you to deduct the same expenses on your income tax return for which you are reimbursed under the Health Care Flexible Spending Account.

These are general examples of reimbursable expenses and ineligible expenses. Actual claims must satisfy the Internal Revenue Code rules for tax deductibility. For more information, contact the Claims Administrator.

USE OR LOSE

IRS regulations stipulate that you must use the full amount of money in your Health Care Flexible Spending Account for expenses incurred during the applicable Plan Year (January 1 to December 31), or forfeit what remains. Your request for reimbursement must be filed by March 31st after the Plan Year in which funds are allocated to your Health Care Flexible Spending Account for expenses incurred during that Plan Year. **Any funds remaining in your Account after that date will be forfeited.**

With this "**use or lose**" rule, it is extremely important that you carefully plan your contributions to your Health Care Flexible Spending Account. Set aside only as much as you expect to claim during the Plan Year or you will lose it.

If you have a balance left in your Health Care Flexible Spending Account after the claim run out period, you may carryover up to \$550 of any remaining balance. This amount may be increased annually, as permitted under IRS rules and as communicated annually by AXA XL. If you have less than the maximum permissible carryover amount remaining, you may carryover up to the amount of your unused balance. The unused balance cannot be cashed out. Any amounts in excess of the maximum permissible carryover amount will be forfeited. If you elect medical coverage for the subsequent Plan Year under a high deductible health plan, any amounts carried over will automatically be moved into a Limited Purpose Health Care Flexible Spending Account. Any amounts carried over will only be carried over for one year if you do not elect coverage under a Health Care Flexible Spending Account or Limited Purpose Health Care Flexible Spending Account in the next Open Enrollment.

You may not use money in your Health Care Flexible Spending Account to pay dependent day care expenses and vice versa. You may not switch money between the two accounts.

FILING A CLAIM

When you incur eligible health care expenses, you may submit a claim form along with the invoice or receipt for such expense. Claims can be submitted on a daily basis. Reimbursement for submitted claims will be paid as soon as administratively practicable by the Claims Administrator. If your claim is greater than the amount of money in your account, you will still be reimbursed for the total amount of your claim up to the maximum amount you elected to contribute to your account. Thereafter, you must still continue making contributions on a regular basis.

All claims for a Plan Year must be submitted to the Claims Administrator by March 31st after the Plan Year. Any claims for reimbursement after that date will not be considered for reimbursement by the Claims Administrator.

The Claims Administrator for the Health Care Flexible Spending Account is Payflex.

You may be able to use a debit card for your reimbursable expenses. Your vendor will send you instructions about how your debit card works.

WHAT HAPPENS WHEN YOUR EMPLOYMENT ENDS?

Unless you elect to continue your Health Care Flexible Spending Account coverage under COBRA (see *COBRA* section above), your Health Care Flexible Spending Account coverage ends on the last day of the month in which you terminate employment. Only claims incurred on or before the end of the month in which your termination occurs may be reimbursed from your Health Care Flexible Spending Account. See *Eligible Expenses* above for a discussion of when claims are considered to be incurred. All claims must be submitted to the Claims Administrator before March 31 following the close of the Plan Year. Any claims for reimbursement after that date will not be considered for reimbursement by the Claims Administrator.

LIMITED PURPOSE HEALTH CARE FLEXIBLE SPENDING ACCOUNT BENEFITS

The Limited Purpose Health Care Flexible Spending Account may be of interest to you if you are enrolled in one of the Choice Fund HSA medical options and have a Health Savings Account. Generally, the Limited Purpose Health Care Flexible Spending Account operates just like the Health Care Flexible Spending Account described in the prior section, with a few important exceptions indicated below:

- You may use your Limited Purpose Health Care Flexible Spending Account to obtain reimbursements for:
 - Dental care expenses
 - Vision care expenses
- Medical expenses that are not dental, vision expenses are not considered eligible expenses.

Below is a partial list of dental and vision expenses that are eligible for reimbursement under the Limited Purpose Health Care Flexible Spending Account, to the extent they are not otherwise covered by your health plan(s):

- Vision care expenses
 - Eyeglasses
 - Prescription sunglasses
 - Contact lenses and supplies
 - Ophthalmologist fees
 - The cost of a guide dog for the blind and special education devices for the blind (such as an interpreter)
 - Laser surgery
- Dental care expenses
 - Anesthesia
 - Cleaning
 - Charges in excess of Usual and Prevailing Fee Limits
 - Drugs and their administration
 - Experimental procedures
 - Extra sets of dentures or other dental appliances
 - Medically necessary orthodontia expenses for adults or dependents
 - Myofunctional therapy
 - Replacement of dentures or bridgework
 - Replacement of lost, stolen, or missing dentures or orthodontic devices

If you have a balance left in your Limited Purpose Health Care Flexible Spending Account after the claim run out period, you may carryover up to \$550 of any remaining balance. This amount may be increased annually, as permitted under IRS rules and as communicated annually by AXA XL. If you have less than the annual maximum carryover amount remaining, you can carryover up to the amount of your unused balance. The unused balance cannot be cashed out. Any amounts in excess of the annual maximum carryover amount will be forfeited. Any amounts carried over will only be carried over for one year if you do not elect coverage under a Limited Purpose Health Care Flexible Spending Account or Health Care Flexible Spending Account in the next Open Enrollment.

You may not use money in your Limited Purpose Health Care Flexible Spending Account to pay dependent day care expenses and vice versa. You may not switch money between the two accounts.

DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFITS

The Dependent Care Flexible Spending Account may be of interest to you if you are paying for the care of a child or disabled member of your household in order for you or, if you are married, for you and your spouse to work.

This section explains how the Dependent Care Flexible Spending Account allows you to pay for certain dependent care expenses with pre-tax dollars. By participating, you will receive in dependent care expense reimbursement a portion of what would otherwise be your regular pay. This also reduces the amount of taxable income you receive and, therefore, reduces your taxes.

QUALIFIED DEPENDENTS

Your dependents who qualify for the dependent care reimbursement account include your children under age 13, your spouse and other tax dependents as listed in the *Eligible Dependents* section of this SPD.

CONTRIBUTION LIMITS

You may contribute any whole dollar amount of not more than \$5,000 per Plan Year of your own money to the Dependent Care Flexible Spending Account.

The IRS limits the amount you may contribute to your Dependent Care Flexible Spending Account. There is an overall annual maximum of \$5,000 (or \$2,500 each if you and your spouse file separate income tax returns). But another limitation also applies. If you or your spouse earns less than the above amounts, the maximum contribution you can make is the lesser of your or your spouse's annual earnings.

For example: During the calendar year, Mary will earn \$41,500 from her job. Her husband will earn \$3,600 from his job. Mary's reimbursement from her Dependent Care Flexible Spending Account will be limited to \$3,600. She can choose to contribute no more than \$300 a month ($\$300 \times 12 = \$3,600$) to her account.

For purposes of the IRS limit, your spouse will have a presumed income if your spouse is a full-time student or disabled and incapable of self-care. For each month that your spouse is a full-time student or is incapacitated, your spouse's income is presumed to be the greater of your

spouse's actual income (if any) or \$250. If you have two or more qualified dependents, the presumed income is the greater of your spouse's actual income (if any) or \$500 a month.

ELIGIBLE EXPENSES

Eligible expenses for reimbursement under the Dependent Care Flexible Spending Account include expenses incurred for the care of your qualified dependents:

- In your home;
- In another person's home;
- At a licensed nursery school, day camp (not overnight camp) or qualified day care center. A day care center will qualify if it meets state and local requirements and provides care and receives payment for more than 6 people who do not reside there; or
- At a specialty day camp (e.g., soccer camp, computer camp).

Expenses must be incurred in order to allow you – or if you're married, you and your spouse – to work or if your spouse is disabled and unable to care for him/herself or is a full-time student for at least 5 months of the year. To be eligible, expenses must have been incurred during the Plan Year and while you were covered under the Plan. An expense is considered incurred when the care or service is provided—not when your provider issues a bill, nor when you receive or pay that bill.

If the care is provided in your home or the home of another person, the care provider must not be claimed as a dependent on your tax return and must be age 19 or older (determined as of the close of the taxable year). An adult dependent must spend at least 8 hours a day in your home in order for expenses for caring for that person to be eligible. Services must be for the physical care of the child, not for education, meals, etc., unless incidental to the cost of care.

INELIGIBLE EXPENSES

You cannot use the money in your Dependent Care Flexible Spending Account to pay for:

- General “baby-sitting” other than during work hours
- Care or services provided by:
 - Your children under age 19 (whether or not they are your tax dependents)
 - Anyone you (or your spouse if you are married) can claim as a dependent for federal income tax purposes
- Nursing home care
- Overnight camp
- Private school tuition
- Expenses for education (kindergarten and above)
- Expenses that would not otherwise be eligible to be credited on your federal income tax return
- The cost of transportation between the place where day care services are provided and your home unless such transportation is furnished by the dependent care provider
- Expenses incurred while you are off from work for any reason. However, if you pay your dependent care provider on a weekly or longer basis, dependent care expenses incurred during a temporary absence from work for illness or vacation may be eligible
- Expenses for which you claim IRS child care credit when you file your tax return

The IRS does not allow you to claim a credit for the same expenses on your income tax return for which you are reimbursed under the Flexible Spending Account.

Use or Lose It is important that you not contribute more than the dependent care expenses that you are sure to incur. IRS regulations stipulate that you must use the full amount of money in your Dependent Care Flexible Spending Account for expenses incurred during the Plan Year or forfeit what remains. You must incur eligible expenses by December 31 in order for them to be eligible for reimbursement. Your request for reimbursement must be filed prior to March 31st following the Plan Year in which funds are allocated to your Dependent Care Flexible Spending Account for expenses incurred during the Plan Year. **Any funds remaining in your Account after that date will be forfeited.**

With this "**use or lose**" rule, it is extremely important that you carefully plan your contributions to your Dependent Care Flexible Spending Account. Set aside only as much as you expect to claim during the Plan Year or you will lose it. You may not use money in your Dependent Care Flexible Spending Account to pay health care expenses and vice versa. You may not switch money between the two accounts.

FILING A CLAIM

When you incur eligible dependent care expenses, you may submit a claim form along with the invoice or receipt for such expense. Claims can be submitted on a daily basis. Reimbursement for submitted claims will be paid as soon as administratively practicable by the Claims Administrator.

All claims for a Plan Year must be submitted to the Claims Administrator by March 31st after the Plan Year. Any claims for reimbursement after that date will not be considered for reimbursement by the Claims Administrator.

The Claims Administrator for the Dependent Care Flexible Spending Account is Payflex.

WHAT HAPPENS WHEN YOUR EMPLOYMENT ENDS?

If your employment terminates during the Plan Year, you may continue to submit dependent care expenses incurred through the end of the Plan Year in which you terminate employment. You must submit your claims by the deadline in the *Filing a Claim* section above.

SPECIAL RULES AFFECTING DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

Several special rules apply to Dependent Care Flexible Spending Accounts. You should consider the following paragraphs, as they may affect the amount you choose to contribute to this account:

The IRS requires that the maximum amount you can take as a child care tax credit for dependent care expenses be deducted – dollar for dollar – by any reimbursements you receive from your Dependent Care Flexible Spending Account. ***Some employees will receive more tax advantages by taking the dependent care tax credit, while others will do better by contributing to the Dependent Care Flexible Spending Account. Please consult your tax advisor or carefully review your situation before making a choice.***

The money in your Dependent Care Flexible Spending Account must be used to pay for dependent care expenses that allow you and your spouse to work. However, this rule does not apply if your spouse is disabled and incapable of self-care or a full-time student at an accredited institution for at least five months each year. See Contribution Limits above for more information.

If you and your spouse are divorced and you have custody of your child(ren), you may be able to be reimbursed from the Dependent Care Flexible Spending Account even if you do not claim the dependent on your federal income tax return. See IRS Publication #503 for more information. A copy of that publication can be obtained at www.irs.gov.

CLAIMS AND APPEAL PROCESS

FILING A CLAIM

The claims filing procedures are set forth in the Benefit Booklets, which are listed in Appendix A. In general, any participant or beneficiary under the Plan may file a written claim for benefits using the proper form and procedure. A claimant can obtain the necessary claim forms from the Claims Administrators. When the Claims Administrator receives your claim, it will be responsible for reviewing the claim and determining how to pay it on behalf of the Plan. Unless a Program Document provides for a shorter period, all claims must be submitted within one year after the date the claim accrues.

To ensure proper filing of claims, refer to the claims filing procedures that are set forth in the Benefit Booklets.

You may designate an authorized representative to handle the claim, or any subsequent appeal, on your behalf. To designate an authorized representative to act on a participant's or beneficiary's behalf with respect to a benefit claim, you (or your spouse or child) must submit a written request on a form approved by the Plan Administrator, which the participant or beneficiary signs and which authorizes the representative to act on their behalf with respect to the benefit claim. If a party is not properly designated as an authorized representative under Plan, the Plan Administrator will not communicate with that party with respect to any benefit claim or other exercise of a participant's or beneficiary's rights under the Plan. With respect to any urgent, pre-service, or concurrent care claim (discussed below), a participant's or beneficiary's treating physician or other health care professional may act as an authorized representative in exercising a participant's or beneficiary's rights under the Plan. The Plan will also recognize a court order giving a person authority to submit claims on a participant's or beneficiary's behalf. The designation of an authorized representative, however, does not constitute an assignment of a claim and does not provide the authorized representative with standing to file a lawsuit on his or her own behalf. Any attempted assignment of benefits by a participant or beneficiary to a health care provider is void, and does not constitute a designation of an authorized representative for purposes of the Plan.

This section provides general information about the claims and appeals procedure applicable to certain Plan benefits under ERISA. (The *Administrative Information* section of this SPD identifies which Plan benefits are *not* subject to ERISA.) Note that state insurance laws may provide additional protection to claimants under insured arrangements and if so, those rules will apply. See the Benefit Booklets for more information. **If there are any discrepancies between the claims and appeals procedures in this summary and the applicable Benefit Booklet, then the Benefit Booklet will govern.**

Claims Administrators – Fully Insured

The Plan benefits listed below are guaranteed under contracts of insurance with the insurance companies listed below. The insurance companies administer claims for those benefits and are solely responsible for providing benefits.

Dental	MetLifePPO phone 1-800-438-6388 DHMO phone: 1-800-880-1800 Mail claims to: PO Box 981282 El Paso, TX 79998
Vision	MetLife1-800-438-6388 Mail claims to: PO Box 385018 Birmingham, AL 35238-5018
Employee Assistance Plan	CIGNA 1-800-538-3543 www.cignabehavioral.com/CGI Cigna Behavioral Health P.O. Box 188022 Chattanooga, TN 37422
Long-Term Disability (LTD) Insurance	MetLife Claims phone 1-800-438-6388 Fax: 1-800-230-9531 Mail claims to: PO Box 14590 Lexington, KY 40511-4590
Life Insurance	MetLife Claims phone: 1-800-438-6388 Claims Fax 1-570-558-8645
Basic and Optional Accidental Death and Dismemberment (AD&D)	MetLife Claims phone: 1-800-438-6388
FMLA	MetLife 1-800-438-6388
Business Travel Accident Insurance	AXA Assistance Phone 33 1 55 92 2189
Long Term Care (only available to grandfathered employees who had previously elected coverage)	Prudential Insurance Company of America 751 Broad Street Newark, NJ 07102
Voluntary Accident Insurance	MetLife 1-800- 438-6388 www.mybenefits.metlife.com
Voluntary Critical Illness Insurance	MetLife 1-800- 438-6388 www.mybenefits.metlife.com
Voluntary Hospital Indemnity Insurance	MetLife 1-800- 438-6388 www.mybenefits.metlife.com

Individual Disability Income	MetLife Executive Benefits Service Center 1-888-671-8152
Group Prepaid Legal	MetLife 1-800-821-6400

Claims Administrators – Self-Insured

The following benefits are self-insured. CIGNA has final fiduciary responsibility for determining whether you are entitled to Medical benefits. AXA XL or its delegate has the final fiduciary responsibility for determining whether you are entitled to Dental, Vision, STD and Flexible Spending Account benefits. Benefits are paid out of the general assets of AXA XL and are not guaranteed by the claims administrator under a contract or policy of insurance.

Medical	CIGNA 900 Cottage Grove Road Hartford, CT 06152
Prescription Drug	CVS Caremark Appeals Department MC109 P.O. Box 52084 Phoenix, AZ. 85072-2084 Fax: 1-866-689-3092 Archimedes 1-888-419-0825 https://archimedesrx.com/
Health Care Flexible Spending Account, Limited Purpose Health Care Flexible Spending Account, and Dependent Care Flexible Spending Account	PayFlex P.O. Box 3039 Omaha, NE 68103 1-800-284-4885 www.payflex.com

CLAIM-RELATED DEFINITIONS

Claim

“Claim” is any request for plan benefits made in accordance with the plan’s claims-filing procedures, including any request for a service that must be pre-approved.

The Plan recognizes four categories of health benefit claims:

Urgent Care Claims

“Urgent care claims” are claims (other than post-service claims) for which the application of non-urgent care time frames could seriously jeopardize the life or health of the patient or the ability of the patient to regain maximum function or, in the judgment of a physician, would subject the patient to severe pain that could not be adequately managed otherwise. The Claims Administrator must defer to an attending provider to determine if a claim for Medical benefits is urgent.

Pre-service Claims

“Pre-service claims” are claims for approval of a benefit if the approval is required to be obtained before a patient receives health care (for example, claims involving preauthorization or referral requirements).

Post-Service Claims

“Post-service claims” are claims involving the payment or reimbursement of costs for health care that has already been provided.

Concurrent Care Claims

“Concurrent care claims” are claims for which the Claims Administrator previously has approved a course of treatment over a period of time or for a specific number of treatments, and the Claims Administrator later reduces or terminates coverage for those treatments. A concurrent care claim may be treated as an “urgent care claim,” “pre-service claim,” or “post-service claim,” depending on when during the course of your care you file the claim. However, the Claims Administrator must give you sufficient advance notice of the initial claims determination so that you may appeal the claim before a concurrent care claims determination takes effect.

Adverse Benefit Determination

If the Claims Administrator does not fully agree with your claim, you will receive an “adverse benefit determination” — a denial, reduction, or termination of a benefit, or failure to provide or pay for (in whole or in part) a benefit. An adverse benefit determination includes a decision to deny benefits based on:

- An individual being ineligible to participate in the Plan;
- Utilization review;
- A service being characterized as experimental or investigational or not medically necessary or appropriate; and
- A concurrent care decision.

An adverse benefit determination for disability claims or Medical benefit claims includes a rescission of coverage (generally a retroactive cancellation of coverage) under the Plan, whether or not in connection with the rescission there is an adverse effect on any particular benefit at that time. However, if the Claims Administrator retroactively cancels coverage for failure to pay required contributions, that is not an adverse benefit determination.

INITIAL CLAIM DETERMINATION

For each of the Plan benefits, the Claims Administrator has a specific amount of time, by law, to evaluate and respond to claims for benefits covered by the Employee Retirement Income Security Act of 1974 (ERISA). The period of time the Claims Administrator has to evaluate and respond to a claim begins on the date the Claims Administrator receives the claim. If you have any questions regarding how to file or appeal a claim, contact the Claims Administrator for the benefit at issue. The timeframes on the following pages apply to the various types of claims that you may make under the Plan, depending on the benefit at issue.

In the event of an adverse benefit determination, the claimant will receive notice of the determination. The notice will include:

- The specific reasons for the adverse determination;

- The specific Plan provisions on which the determination is based;
- A request for any additional information needed to reconsider the claim and the reason this information is needed;
- A description of the Plan's review procedures and the time limits applicable to such procedures; and
- A statement of your right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review.

In the event of an adverse benefit determination for a claim under health benefits, the notice will also include:

- If any internal rules, guidelines, protocols or similar criteria was used as a basis for the adverse determination, either the specific rule, guideline, protocols or other similar criteria or a statement that a copy of such information will be made available free of charge upon request, and
- For adverse determinations based on medical necessity, experimental treatment or other similar exclusions or limits, an explanation of the scientific or clinical judgment used in the decision, or a statement that an explanation will be provided free of charge upon request.

In the event of an adverse benefit determination for a disability claim, the notice will also include:

- A discussion of the decision, including an explanation of the basis for disagreeing with or not following:
 - The views of health care professionals treating the claimant and vocational professionals who evaluated the claimant;
 - The views of medical or vocational experts obtained by the Plan, without regard to whether the advice was relied upon for the adverse benefit determination; and
 - Any Social Security Administration disability determination regarding the claimant presented to the Plan;
- Either the specific rule, guideline, protocol, standards, or other similar criteria relied upon in making the adverse benefit determination, or a statement that such rules, guidelines, protocols, standards or other similar criteria do not exist; and
- A statement that reasonable access to and copies of all documents, records, and other information relevant to the claimant's claim for benefits are available free of charge, upon request.

For Medical claims, the notice will also include information sufficient to identify the claim involved. This includes:

- For adverse determinations involving Urgent Care Claims, a description of the expedited review process for such claims. This notice can be provided orally within the timeframe for the expedited process, as long as written notice is provided no later than 3 days after the oral notice;
- Information sufficient to identify the claim involved (including the date of service, the health care provider, and the claim amount, if applicable);
- A statement that diagnosis and treatment codes (and their meanings) will be provided upon request;
- A description of the Plan's standard used in denying the claim. For example, a description of the "medical necessity" standard will be included;
- In addition to the description of the Plan's internal appeal procedures, a description of the external review processes; and
- The availability of, and contact information for, any applicable office of health insurance consumer assistance or ombudsman to assist enrollees with the internal claims and appeals and external review processes.

Time Frames for Initial Claims Decisions

Time frames generally start when the Plan (i.e., the appropriate Claims Administrator) receives a claim. (See the special rule for “concurrent care” decisions to limit previously-approved treatments.) Notices of benefit determinations generally may be provided through in-hand delivery, mail, or electronic delivery, before the period expires, though oral notices may be permitted in limited cases. A reference to “days” means calendar days. Health Care Flexible Spending Account and Limited Purpose Health Care Flexible Spending Account claims are all considered non-urgent “Post-Service” Claims.

Medical, Dental, Vision, EAP & Health Care and Limited Purpose Health Care Flexible Spending Account Plans					Disability	Life, AD&D, DCFSA, Legal, Voluntary Benefits & Business Travel
	Urgent Care Claims	Non-Urgent “Pre-Service” Claims	Non-Urgent “Post-Service” Claims	“Concurrent Care” Decision to Reduce Benefits		
Time frame for Providing Notice	<p>Notice of determination (<i>whether adverse or not</i>) must be provided by the Plan as soon as possible considering medical exigencies, but no later than 72 hours.</p> <p>If you request in advance to extend concurrent care, the Plan shall provide notice as soon as possible taking into account medical exigencies, but no later than 24 hours of receipt of the claim, provided that any such claim is made to the Plan at least 24 hours prior to the expiration of the prescribed period of time or number of treatments.</p>	<p>Notice of determination (<i>whether adverse or not</i>) must be provided by the Plan within a reasonable period of time appropriate to the medical circumstances, but no later than 15 days.</p>	<p>Notice of adverse determination must be provided within a reasonable period of time, but no later than 30 days.</p>	<p>Notice of adverse determination must be provided by the Plan enough in advance to give you an opportunity to appeal and obtain decision before the benefit at issue is reduced or terminated.</p>	<p>Notice of adverse determination must be provided by the Plan within a reasonable period of time, but no later than 45 days.</p>	<p>Notice of adverse determination must be provided by the Plan within a reasonable period of time, but no later than 90 days.</p>

Medical, Dental, Vision, EAP & Health Care and Limited Purpose Health Care Flexible Spending Account Plans					Disability	Life, AD&D, DCFSA, Legal, Voluntary Benefits & Business Travel
	Urgent Care Claims	Non-Urgent "Pre-Service" Claims	Non-Urgent "Post-Service" Claims	"Concurrent Care" Decision to Reduce Benefits		
Extensions	If your claim is missing information, the Plan has up to 48 hours (subject to decision being made as soon as possible) from the earlier of the Plan's receipt of the missing information, or the end of the period afforded to you to provide the missing information, to provide notice of determination.	The Plan has up to 15 days, if necessary due to matters beyond the Plan's control, and must provide extension notice before initial 15-day period ends.*	The Plan has up to 15 days, if necessary due to matters beyond the Plan's control, and must provide extension notice before the initial 30-day period ends.*	N/A	The Plan has up to 30 days, if necessary due to matters beyond the Plan's control. A second 30-day extension may also be permitted. The Plan must provide the extension notice before the period(s) ends.*	The Plan has up to 90 days for special circumstances and must provide the extension notice before the period ends.
Period for Claimant to Complete Claim	You have a reasonable period of time to provide missing information (no less than 48 hours from when you are notified by the Plan that your claim is missing information).	You have at least 45 days to provide any missing information.	You have at least 45 days to provide any missing information.	N/A	You have at least 45 days to provide any missing information.	No rule.
Other Related Notices	Notice that your claim is improperly filed or that information is missing must be provided by the Plan as soon as possible (no later than 24 hours after receipt of the claim by the Plan).	Notice that your claim is improperly filed must be provided by the Plan as soon as possible (no later than 5 days after receipt of the claim by the Plan).	N/A	N/A	N/A	

*15- or 30-day extension period (whichever is applicable) is measured from the time that the claimant responds to the notice from the Plan that the claim is missing information.

APPEALING A CLAIM

If you receive notice of an adverse benefit determination and disagree with the decision, you are entitled to apply for a full and fair review of the claim and the adverse benefit determination. You (or an authorized representative) can appeal and request a claim review in accordance with the time frames described in the chart below. The request must be made in writing, except for urgent care claims which you may file orally or in writing, and should be filed with the appropriate Claims Administrator as listed in the *Filing a Claim* section of this SPD. If you don't appeal on time, you lose your right to later object to the decision.

Medical coverage for you and your dependents will continue pending the outcome of an internal appeal. This means that the Plan will not terminate or reduce any ongoing course of treatment without providing advance notice and the opportunity for review.

The Claims Administrator will forward the appeal request to the appropriate named fiduciary for review. The review will be conducted by the Claims Administrator (if serving as the reviewer for appeals) or other appropriate delegate of the Plan. In either case, the reviewer will not be the same individual who made the initial adverse benefit determination that is the subject of the review, nor the subordinate of such individual (including any physicians involved in making the decision on appeal if medical judgment is involved). Where the adverse determination is based in whole or in part on a medical judgment, the reviewer will consult with an appropriate health care professional. No deference will be afforded to the initial adverse benefit determination.

You will be able to review your file and present evidence as part of the review. You will have the opportunity to submit written comments, documents, records, and other information relating to the claim; and you will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits. Whether a document, record, or other information is relevant to the claim will be determined in accordance with the applicable Department of Labor (DOL) regulations. You also are entitled to the identification of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your adverse benefit determination. The review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim without regard to whether such information was submitted or considered in the initial benefit determination.

For disability claims and for Medical claims, the Claims Administrator will ensure that all claims and appeals are adjudicated in a manner designed to ensure there is no conflict of interest with regard to the individual making the decision. The Claims Administrator will ensure the independence and impartiality of the persons involved in making the decision. Accordingly, decisions regarding hiring, compensation, termination, promotion, or other similar matters with respect to any individual (such as a claims adjudicator or medical expert) must not be made based upon the likelihood that the individual will support a denial of benefits. The Claims Administrator will ensure that health care professionals consulted are not chosen based on the expert's reputation for outcomes in contested cases, rather than based on the professional's qualifications.

For disability claims and for Medical claims, prior to making a benefit determination on review, the Claims Administrator must provide you with any new or additional evidence considered, relied upon, or generated by the Plan (or at the direction of the Plan) in connection with the Medical claim. This evidence will be provided at no cost to you, and will be given before the determination in order to give you a reasonable opportunity to respond. Prior to issuing a final

internal adverse benefit determination on review based on a new or additional rationale, the rationale will be provided at no cost to you. It will be given before the determination in order to give you a reasonable opportunity to respond.

If the Claims Administrator fails to strictly adhere to all the requirements of the internal claims and appeals process with respect to your Medical benefit claim, you are deemed to have exhausted the internal claims and appeals process. In this case, you may seek an external review or pursue legal remedies (as discussed below) without waiting for further Plan action. However, this will not apply if the error was de minimis, if the error does not cause harm to the claimant, if the error was due to good cause or to matters beyond the Claims Administrator's control, if it occurs in context of good faith exchange of information, or if the error does not reflect a pattern or practice of noncompliance. In that case, you may resubmit your claim for internal review and you may ask the Claims Administrator to explain why the error is minor and why it meets this exception.

For a disability claim, if the Claims Administrator fails to strictly adhere to all the requirements of the disability claims and appeals process with respect to your disability benefit claim, you are deemed to have exhausted the internal claims and appeals process. In this case, you may pursue legal remedies (as discussed below) without waiting for further Plan action. However, this will not apply if the error was de minimis, if the error does not cause harm to the claimant, if the error was due to good cause or to matters beyond the Claims Administrator's control, if it occurs in context of good faith exchange of information, or if the error does not reflect a pattern or practice of noncompliance. If a court rejects your demand for immediate review based on the exceptions above, your claim will be considered as refiled on appeal upon receipt of the court's decision, and the Claims Administrator will notify you of the resubmission.

Additionally, if your claim is an Urgent Care Claim or a claim requiring an ongoing course of treatment under the Medical benefit plan, you may begin an expedited external review before the Plan's internal appeals process has been completed.

The Claims Administrator will provide you with written notification of the determination on review, within the time frames described in the *Time Frames for Appeals Process* section of this SPD. For Urgent Care Claims, all necessary information, including the benefit determination on review, will be transmitted between the Claims Administrator and the claimant by telephone, fax, or other available similarly expeditious method. In the case of an adverse benefit determination, such notice will indicate:

- The specific reason for the adverse determination on review;
- Reference to the specific provisions of the Plan on which the determination is based;
- A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits;
- A description of your right to bring a civil action under ERISA following an adverse determination on review; and
- A description of the voluntary appeals procedure under the Plan, if any, and your right to obtain additional information upon request about such procedures.

For adverse benefit determinations under a health benefit under the Plan, the notice will also include:

- If any internal rules, guidelines, protocols or similar criteria were used as a basis for the adverse determination, either the specific rule, guideline, protocols or other similar criteria or a statement that a copy of such information will be made available free of charge upon request; and
- For adverse determinations based on medical necessity, experimental treatment or other similar exclusions or limits, an explanation of the scientific or clinical judgment used in the decision, or a statement that an explanation will be provided free of charge upon request.

For Medical claim adverse benefit determinations, the notice will also include:

- Information sufficient to identify the claim involved (including the date of service, the health care provider, and the claim amount, if applicable);
- A statement that diagnosis and treatment codes (and their meanings) will be provided upon request;
- A description of the Plan's standard used in denying the claim. For example, a description of the "medical necessity" standard will be included;
- In addition to the description of the Plan's internal appeal procedures, a description of the external review processes; and
- The availability of, and contact information for, any applicable office of health insurance consumer assistance or ombudsman to assist enrollees with the internal claims and appeals and external review processes.

For adverse benefit determinations on disability claims, the notice will also include:

- A discussion of the decision, including an explanation of the basis for disagreeing with or not following:
 - The views of health care professionals treating the claimant and vocational professionals who evaluated the claimant;
 - The views of medical or vocational experts obtained by the Plan, without regard to whether the advice was relied upon for the adverse benefit determination; and
 - Any Social Security Administration disability determination regarding the claimant presented to the Plan;
- A description of any applicable contractual limitations period, including the date on which the claim expires;
- Either the specific rule, guideline, protocol, standards, or other similar criteria relied upon in making the adverse benefit determination, or a statement that such rules, guidelines, protocols, standards or other similar criteria do not exist; and
- For adverse determinations based on medical necessity, experimental treatment or other similar exclusions or limits, an explanation of the scientific or clinical judgment used in the decision, or a statement that an explanation will be provided free of charge upon request.

The time periods for providing notice of the benefit determination on review depends on the type of claim, as provided in the following chart.

Unless the right to an external review applies under the Medical benefit plan, all decisions are final and binding unless determined to be arbitrary and capricious by a court of competent jurisdiction.

External Review

For Medical benefits, you may have the right to request an external review of a claim involving medical judgment, as determined by the external reviewer, or a coverage rescission. You must request the external review within four (4) months of the date you receive an adverse benefit determination. If your request for an external review is determined eligible for such a review, an independent organization will review the Claims Administrator's decision and provide you with a written determination, as described in the Benefits Booklets.

The external review decision is binding on you and the Plan, except to the extent other remedies are available under federal law.

The external review process does not apply to an adverse benefit determination or final internal adverse benefit determination that is not related to medical judgment or coverage rescission.

Legal Action

Before pursuing legal action for benefits under the Plan, you must first exhaust the Plan's claim, review and appeal procedures. Additionally, unless a Benefit Booklet specifies a shorter timeframe, no action at law or in equity in any court or agency shall be brought to recover benefits under the Plan until 180 days after a properly completed claim form has been filed, nor shall an action be brought at all unless it is brought within 36 months (or, if shorter, the date specified in the Benefit Booklet) after the date the claim is incurred under the Plan. If you do not bring such action within such period, you will be barred from bringing an action under ERISA related to your claim and must be filed in the U.S. District Court for the District of Connecticut.

Time Frames for Appeals Process

The claim appeals procedures for a specific benefit are set forth in the Benefit Booklets for that benefit. Please consult the Benefit Booklet for the specific benefit involved. Where not otherwise covered by the Benefit Booklets, the following procedures will apply. The time frame for filing an appeal starts when you receive written notice of adverse benefit determination. The time frame for providing a notice of the appeal decision (a “notice of benefit determination on review”) starts when the appeal is filed in accordance with the Plan’s procedures. The notice of appeals decision may be provided through in-hand delivery, mail, or electronic delivery before the period expires. Urgent Care Claim decisions may have to be delivered by telephone, facsimile, or other available expeditious method. References to “days” mean calendar days. The Plan can require two levels of mandatory appeal review.

	Medical, Dental, Vision, EAP & Health Care and Limited Purpose Health Care Flexible Spending Account Plans			Disability	Life, AD&D, Legal, Voluntary benefits & Business Travel
	Urgent Care Claims*	Non-Urgent Care Pre-Service Claims*	Non-Urgent Care Post-Service Claims*		
Period for Filing Appeal	You have at least 180 days.	You have at least 180 days.	You have at least 180 days.	You have at least 180 days.	You have at least 60 days.
Time frame for Providing Notice of Benefit Determination on Review	As soon as possible taking into account medical exigencies, but not later than 72 hours after receipt of request for review.	Within a reasonable period of time appropriate to medical circumstances, but not later than 30 days after receipt of request for review. If two levels of mandatory appeal review are required, notice must be provided within 15 days of each appeal.	Within a reasonable period of time, but not later than 60 days after receipt of request for review. If two levels of mandatory appeal review are required, notice must be provided within 30 days of each appeal.	Within a reasonable period of time, but not later than 45 days after receipt of request for review.	Within a reasonable period, but not later than 60 days from receipt of request for review.
Extensions	None.	None.	None.	Additional 45 days if special circumstances require extension (with period “tolled” until you respond to any information request from the Plan).	Additional 60 days if special circumstances require extension.

* An appeal of a concurrent care decision to reduce or terminate previously-approved benefits may be an urgent care, pre-service, or post-service claim, depending on the facts.

COORDINATION OF BENEFITS

Coordination with Other Plans

Unless otherwise specified in the applicable Benefit Booklet, the Plan will coordinate benefits with any other health plan that covers you or your eligible dependents under the rules below, or as described in the applicable Benefit Booklet if different.

Other health plans with which the Plan will coordinate include:

- Group or nongroup coverage, whether insured or uninsured, including HMOs;
- The medical care component of long-term care contracts, such as skilled nursing care;
- Coverage under a labor-management trusteeship plan, a union welfare plan, an employer organization plan or an employee benefits plan;
- Coverage under federal government programs, except that coverage under a federal government program may be limited to hospital, medical, and surgical benefits of the government program. Coverage does not include Medicare supplemental policies or Medicaid policies; and
- The medical benefits coverage in group or individual automobile “fault” or “no-fault” coverage.

Order of Benefit Determination

The rules below determine whether this Plan or another plan will pay primary (first) or secondary. In no case will you be entitled to benefits totaling more than 100% of the covered charges incurred or, where this Plan pays primary, the covered charges otherwise payable under this Plan.

- **COB/Non-COB Provision:** The benefits of a plan which does not contain a coordination of benefits (COB) provision always shall be determined before the benefits of a plan which does contain a COB provision.
- **No Fault Auto Insurance:** The benefits of the plan which covers the person as a beneficiary under a no-fault automobile insurance policy required by law shall be determined prior to this Plan, regardless of whether the no-fault policy has been selected as secondary.
- **Non-Dependent/Dependent:** The benefits of the plan which covers the person as an employee, member or subscriber (that is, other than as a dependent) shall be determined before those of the plan which covers the person as a dependent (unless “Medicare Coordination” below applies).
- **Dependent Child/Parents not Separated or Divorced:** When this Plan and another plan cover the same child as a dependent of different persons, called “parents”:
 - (1) the benefits of the plan of the parent whose birthday falls earlier in a year are determined before those of the plan of the parent whose birthday falls later in that year; but
 - (2) if both parents have the same birthday, the benefits of the plan which covered the parent longer are determined before those of the plan which covered the other parent for a shorter period of time.

However, if the other plan does not have the rule described in (1) immediately above, but instead has a rule based upon the gender of the parent, and if, as a result, the plans do not agree on the order of benefits, the rule in the other plan will determine the order of benefits. For a dependent who has coverage under either or both parents and also

has coverage as a dependent under a spouse's plan, see "Longer-Shorter Length of Coverage" below applies.

- **Dependent Child/Separated or Divorced Parents:** If two or more plans cover a person as a dependent child of divorced or separated parents, benefits for the child are determined in this order:
 - (1) First, the plan of the parent with custody of the child;
 - (2) Then, the plan of the spouse of the parent with custody of the child;
 - (3) Then, the plan of the parent not having custody of the child, and
 - (4) Finally, the plan of the spouse of the parent not having custody of the child.

However, if the specific terms of a court decree state that one of the parents is responsible for the health care expenses of the child, and the entity obligated to pay or provide the benefits of the plan of that parent has actual knowledge of those terms, the benefits of that plan are determined first. This paragraph does not apply with respect to any plan year starting before this Plan is given notice of the court decree.

This Plan will not cover the expenses of any child who does not meet the definition of dependent as defined in this Plan except as may be required pursuant to a qualified medical child support order under section 609(a) of ERISA.

- **Active/Inactive Employee:** The benefits of a plan which covers a person as an employee who is neither laid off nor retired (or as that employee's dependent) are determined before those of a plan which covers that person as a laid off or retired employee (or as that employee's dependent). If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this rule is ignored.
- **Continuation Coverage:** If an individual is covered under a continuation plan as a result of the purchase of coverage as provided under federal or state law, and also under another group plan, the following shall be the order of benefit determination:
 - (1) First, the benefits of a plan covering the person as an employee or retiree (or as the dependent of an employee or retiree); and
 - (2) Second, the benefits of coverage under the continuation plan.

If the other plan does not have the rule described above, and if, as a result, the plans do not agree on the order of benefits, this rule is ignored.

- **Longer-Shorter Length of Coverage:** If none of the above rules determines the order of benefits, the benefits of the plan which has covered the person longer are determined before those of the plan which has covered that person for the shorter time.
- **Medicare Coordination**
 - (1) **Employees and/or Spouses Entitled to Medicare Due to Age:** Unless an active employee entitled to Medicare due to age gives the Plan notice (in the form and manner requested by the Plan Administrator) waiving his or her right to Plan benefits, the Plan is primary. With respect to the spouse of an active Employee who is entitled to Medicare due to the spouse's age, unless the employee gives the Plan notice (in the form and manner requested by the Plan Administrator) waiving Plan benefits, the Plan is primary.

- (2) Medicare Disabled Covered Persons: If required by law, the Plan is primary with respect to a covered person who is also entitled to Medicare because of disability. Otherwise, the Plan is secondary.
- (3) Covered Persons with End-Stage Renal Disease: For the period required by law, if any, the Plan is primary with respect to a covered person entitled to Medicare because of end-stage renal disease. Otherwise, the Plan is secondary.

Disagreement on Order of Benefits

If this Plan and the other health plan cannot agree on the order of benefits within thirty (30) calendar days after the plans have received all of the information needed to pay the claim, the Plan shall immediately pay half of the claim and will determine its liability following payment, except that the Plan shall be required to pay no more than it would have paid had it been the primary plan.

Facility of Payment

If another health plan provides or pays benefits that should have been provided or paid under this Plan, the Plan has the right to pay to the other plan the amount the Plan Administrator determines is necessary to satisfy this coordination of benefit provision. These amounts are considered benefit payments under this Plan and will operate to discharge the Plan from liability to the extent of such payments.

ACTS OF THIRD PARTIES

When you or your covered dependent are injured, or become ill, because of the actions, or inactions of a third party, the Plan may cover your eligible health care (medical, dental and vision) expenses. However, to receive coverage, you must notify the Plan that your illness or injury was caused by a third party, and you must follow special Plan rules. This section describes the Plan's procedures with respect to subrogation and right of recovery.

Subrogation means that if an injury or illness is someone else's fault, the Plan has the right to seek expenses it pays for that illness or injury directly from the at-fault party or any of the sources of payment listed later in this section. A right of recovery means the Plan has the right to recover such expenses indirectly out of any payment made on your behalf by the at-fault party or any other party related to the illness or injury.

By accepting Plan benefits to pay for treatments, devices, or other products or services related to such illness or injury, you agree that the Plan:

- Has an equitable lien on any and all monies paid to (or payable to) you or for your benefit by any responsible party or other recovery to the extent the Plan paid benefits for such sickness or injury;
- May appoint you as constructive trustee for any and all monies paid to (or payable to) you or for your benefit by any responsible party or other recovery to the extent the Plan paid benefits for such sickness or injury; and
- May bring an action on its own behalf or on the covered person's behalf, or intervene in any pending lawsuit, against any responsible party or third party involved in the sickness or injury.

If you (or your attorney or other representative) receive any payment from the sources listed later in this section – through a judgment, settlement or otherwise – when an illness or injury is a

result of a third party, you agree to place the funds in a separate, identifiable account and that the plan has an equitable lien on the funds, and/or you agree to serve as a constructive trustee over the funds to the extent that the Plan has paid expenses related to that illness or injury. This means that you will be deemed to be in control of the funds.

You must pay the Plan back first, in full, out of such funds for any health care expenses the Plan has paid related to such illness or injury. You must pay the Plan back up to the full amount of the compensation you receive from the responsible party, regardless of whether your settlement or judgment says that the money you receive (all or part of it) is for health care expenses. Furthermore, you must pay the Plan back regardless of whether the third party admits liability and regardless of whether you have been made whole or fully compensated for your injury. If any money is left over, you may keep it.

Additionally, the Plan is not required to participate in or contribute to any expenses or fees (including attorney's fees and costs) you incur in obtaining the funds.

The Plan's sources of payment through subrogation or recovery include (but are not limited to) the following:

- Money from a third party that you, your guardian or other representatives receive or are entitled to receive;
- Any constructive or other trust that is imposed on the proceeds of any settlement, verdict or other amount that you, your guardian or other representatives receive;
- Any equitable lien on the portion of the total recovery which is due the Plan for benefits it paid; and
- Any liability or other insurance (for example, uninsured motorist, underinsured motorist, medical payments, workers' compensation, no-fault, school, homeowners, or excess or umbrella coverage) that is paid or payable to you, your guardian or other representatives.

As a Plan participant, you are required to:

- Provide proof, if requested by the Claims Administrator and in the form requested by the Claims Administrator, that you have not and will not discharge or release a claim against a third party without the written consent of the Claims Administrator;
- Execute a written agreement assigning your rights against a third party to the Plan and/or authorizing the Plan to sue, compromise or settle a cause of action against a third party, if requested by the Claims Administrator;
- Cooperate with the Plan's efforts to ensure a successful subrogation or recovery claim, including instituting a formal proceeding against a third party and/or setting funds aside in a particular account. This also includes doing nothing to prejudice the Plan's subrogation or recovery rights outlined in this Summary;
- Notify the Plan within 30 days of the date any notice is given by any party, including an attorney, of your intent to pursue or investigate a claim to recover damages or obtain compensation due to sustained injuries or illness; and
- Provide all information requested by the Plan, the Claims Administrator or their representatives, or the Plan Administrator or its representatives.

The Plan may terminate your Plan participation and/or offset your future benefits in the event that you fail to provide the information, authorizations, or to otherwise cooperate in a manner that the Plan considers necessary to exercise its rights or privileges under the Plan. If the Plan must institute proceedings against you for not honoring the Plan's recovery rights under this section, you will be responsible for the costs of collection, including reasonable attorney's fees.

If the "Acts of Third Party" provisions in this SPD conflict with provisions in a Benefit Booklet governing insured benefits, the Benefit Booklet will govern. If the Benefit Booklet for any self-insured benefit contains subrogation, reimbursement or recovery provisions, those provisions and the "Acts of Third Party" provisions in this SPD will both apply, so that the Plan has the maximum subrogation, reimbursement, and recovery rights.

RECOVERY OF OVERPAYMENT

Whenever payments have been made exceeding the amount necessary to satisfy the provisions of this Plan, the Plan has the right to recover these expenses from any individual (including you, and the insurance company or any other organization receiving excess payments). The Plan may also withhold payment, if necessary, on future benefits until the overpayment is recovered. In addition, whenever payments have been made based on fraudulent information provided by you, the Plan will exercise the right to withhold payment on future benefits until the overpayment is recovered.

NON-ASSIGNMENT OF BENEFITS

Plan participants cannot assign, sell, transfer, pledge, borrow against, or otherwise promise any benefit payable under the Plan or the right to assert legal or equitable rights, including an administrative claim, action under state law or lawsuit against any of the following: the Plan, the Plan Administrator, a Claims Administrator, or any Plan fiduciary, or AXA XL and any Participating Employers, or their officers, shareholders, or employees. For example, Plan participants may not assign their right to receive Plan benefits and legal rights relating to the Plan to any other party, including any health care provider—such assignment is not permitted and is void. The Plan Administrator or Claims Administrator may make payment directly to the Plan participant or, at its discretion, make payment directly to a doctor, hospital, or other provider of care. When payment is made directly to a doctor, hospital or other provider of health care, such direct payments are solely at the discretion of the Plan Administrator or Claims Administrator—such payments do not create any enforceable assignment of benefits or the right to assert any legal or equitable rights (including but not limited to claims for breach of fiduciary duty or the right to bring an injunction) or to bring any administrative claim, action under state law or lawsuit by any doctor, hospital, or other provider of care against AXA XL the Plan (or the Plan Administrator, Claims Administrator, or any Plan fiduciary, or AXA XL and Participating Employers, or officers, shareholders or employees thereof).

The Plan will, when required by law or applicable guidance, recognize an assignment of benefits to a state Medicaid program.

MISSTATEMENTS AND MISREPRESENTATIONS

In the event of a misstatement of any fact affecting your coverage under this Plan, the true facts will be used to determine the coverage in force.

If you or your dependent(s) receive benefits under the Plan as a result of false, incomplete, or incorrect information or a misleading or fraudulent representation, you may be required to repay all amounts paid by the Plan and may be liable for all costs of collection, including attorney's fees and court costs. If you make any intentional misrepresentation or use fraudulent means concerning eligibility for coverage, changing your existing coverage, or benefits under the Plan, your coverage (and your dependents' coverage) may be terminated irrevocably (retroactively to the extent permitted by law), and could be grounds for discipline up to and including termination.

Failure to provide timely notice of loss of eligibility may be considered intentional misrepresentation.

PLAN DOCUMENT

This document is intended merely as a summary of the official Plan document(s). In the event of any disagreement between this summary and the official Plan document(s), as they may be amended from time to time, the provisions of the Plan document(s) will govern.

PLAN AMENDMENT AND TERMINATION

AXA XL reserves the right to amend the Plan in whole or in part or to completely discontinue the Plan at any time. For example, AXA XL reserves the right to amend or terminate benefits, covered expenses, benefit coinsurance and copays, lifetime maximums, and reserves the right to amend the Plan to require or increase employee contributions. AXA XL also reserves the right to amend the Plan to implement any cost control measures that it may deem advisable.

Any amendment, termination or other action by AXA XL will be done in accordance with AXA XL's normal operating procedures. Amendments will be effective at such date as AXA XL determines, or upon the date of execution or adoption if no effective date is given. No amendment or termination shall reduce the amount of any benefit otherwise payable under the Plan for charges incurred prior to the effective date of such amendment or termination.

In the event of the dissolution, merger, consolidation or reorganization of AXA XL, the Plan shall terminate unless the Plan is continued by a successor to AXA XL.

If a benefit under the Plan is terminated and surplus assets remain after all liabilities have been paid, such surplus shall revert to AXA XL to the extent permitted under applicable law, unless otherwise stated in the applicable Plan document. If the entire Plan terminates, plan assets will be used for the benefit of participants and beneficiaries or to defray reasonable administrative expenses.

PLAN ADMINISTRATION

The Benefits Committee (or its designee) is responsible for the general administration of the Plan, and will be the fiduciary to the extent not otherwise specified in this SPD, the Plan document or in a Benefit Booklet. The Plan Administrator has the discretionary authority to construe and interpret the provisions of the Plan and make factual determinations regarding all aspects of the Plan and its benefits, including the power to determine the rights or eligibility of employees and any other persons, and the amounts of their benefits under the Plan, and to remedy ambiguities, inconsistencies or omissions. Such determinations shall be conclusive and binding on all parties. A misstatement or other mistake of fact will be corrected when it becomes known, and the Plan Administrator will make such adjustment on account of the mistake as it considers equitable and practicable, in light of applicable law. Neither the Plan Administrator nor AXA XL will be liable in any manner for any determination made in good faith.

The Plan Administrator may designate other organizations or persons to carry out specific fiduciary responsibilities for the Plan Administrator in administering the Plan including, but not limited to, the following:

- Pursuant to an administrative services or claims administration agreement, if any, the responsibility for administering and managing the Plan, including the processing and payment of claims under the Plan and the related recordkeeping;
- The responsibility to prepare, report, file and disclose any forms, documents, and other information required to be reported and filed by law with any governmental agency, or to be prepared and disclosed to employees or other persons entitled to benefits under the Plan; and
- The responsibility to act as Claims Administrator and to review claims and claim denials under the Plan to the extent an insurer or administrator is not empowered with such responsibility.

The Plan Administrator is entitled to rely on the information and advice furnished by such delegates and experts, unless actually knowing such information and advice to be inaccurate or unlawful.

The Plan Administrator will administer the Plan on a reasonable and nondiscriminatory basis and shall apply uniform rules to all persons similarly situated. The Plan Administrator may adopt uniform rules for the administration of the Plan from time to time, as it deems necessary or appropriate.

If a Claims Administrator has the only review authority for a Benefit Program, the Claims Administrator's decision will be final and conclusive with respect to all questions, and benefits under the Plan will be paid only if the Claims Administrator decides in its sole discretion that the applicant is entitled to them.

POWER AND AUTHORITY OF THE INSURANCE COMPANY

Certain benefit programs (identified in the *Filing a Claim* section of this SPD) under this Plan are fully insured. Benefits may be provided under a group insurance contract entered into between AXA XL and an insurance company. With respect to fully insured benefits, claims for benefits are sent to the insurance company. The insurance company is the fiduciary with respect to these claims and responsible for paying claims, not AXA XL.

The insurance company is responsible for:

- Determining eligibility for and the amount of any benefits payable under the Plan;
- Prescribing claims procedures to be followed and the claim forms to be used by employees and beneficiaries pursuant to the Plan;
- The insurance company also has the authority to require employees and beneficiaries to furnish it with such information as it determines is necessary for the proper administration of the Plan.

Questions

If you have general questions regarding the Plan, please contact the Plan Administrator. However, if you have questions concerning eligibility for and/or the amount of benefits payable under the Plan, please refer to your Benefit Booklets or contact the applicable insurance company or Claims Administrator. If you have an ID card for a benefit, you may also use the contact information on the back of that card.

ERISA

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that you, and all other participants, shall be entitled to:

Receive Information about Your Plan and Benefits

You can:

Review at the Plan Administrator's office and at other specified locations, such as worksites, all documents governing the Plan, insurance contracts, Benefit Booklets, and a copy of the latest annual report (Form 5500 Series), if any, filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration. There is no charge for this review.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including Benefit Booklets and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report, if any is required to be prepared by ERISA. The Plan Administrator is required by law to furnish each participant with a copy of any required summary annual report (SAR).

Continue Group Health Plan Coverage

You may continue health care coverage for yourself, spouse and/or dependent children if there is a loss of coverage under the Plan because of a qualifying event. You or your dependents may have to pay for such coverage. Review this SPD and the documents governing the Plan for the rules governing your COBRA continuation coverage rights.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties on 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 or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Plan benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a 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 (if any) 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 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 costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

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 Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or:

Office of Outreach, Education, and Assistance
Employee Benefits Security 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 Employee Benefits Security Administration.

HIPAA PRIVACY

As a participant in the Plan, your "protected health information" is subject to safeguard under the privacy provisions of the Health Insurance Portability and Accountability Act (HIPAA). As a group health plan participant, you will receive or have received a "privacy notice" that describes the important uses and disclosures of protected health information and your rights under HIPAA. If you need a copy of this notice, please contact the Plan Administrator.

PARTICIPATING EMPLOYERS

The following AXA XL affiliates also participate in this Plan: XL America, Inc., XL Specialty Insurance Company, XL Global Services, Inc., XL Reinsurance America Inc. and XL Reinsurance Underwriting, Inc.

REPRESENTATIONS CONTRARY TO THE PLAN

No employee, director or officer of AXA XL or any Participating Employer has the authority to alter, vary or modify the terms of the Plan except by means of a duly authorized written amendment to the Plan. No verbal or written representations contrary to the terms of the Plan are binding upon the Plan, the Plan Administrator, AXA XL or any Participating Employer.

RESPONSIBILITY FOR TAX IMPLICATION OF BENEFITS

You will be responsible for the tax implications of any determination of imputed income with respect to any benefits you elect for eligible dependents who are not entitled to tax-free benefits under current federal law.

APPLICABLE LAW

The Plan will be governed and construed in accordance with the laws of the State of Connecticut to the extent not preempted by the laws of the United States.

BENEFITS NOT VESTED

No benefits under the Plan are vested and AXA XL does not intend to vest you in any benefits under the Plan under any circumstances.

COMPANY AUDIT

AXA XL and the Plan Administrator reserve the right to audit any aspect of the Plan, including but not limited to eligibility, enrollment and claims. In connection with any such audit, the Plan Administrator may request from you, your spouse or domestic partner or your covered dependent child(ren) information relating to eligibility, enrollment or claims. Failure to provide any requested information may affect your (or your spouse's or domestic partner's or your dependent's) coverage or benefits under the Plan.

NO CONTRACT OF EMPLOYMENT

Your participation in the Plan does not assure you of continued employment with AXA XL or any Participating Employer or rights to benefits except as specified under the terms of the Plan. Nothing in the plans or this SPD confers any right of continued employment on any employee.

APPENDIX A — BENEFIT BOOKLETS

This summary should be read in combination with the insurance contracts, member handbooks, certificates of coverage or evidence of coverage documents (together and individually referred to as Benefit Booklets) provided by the insurance companies and service providers.

The Benefit Booklets are intended to describe the AXA XL benefits available to you as an employee of AXA XL, and, when read with this summary, are intended to meet ERISA's SPD requirements.

Please see the Benefit Booklets for details of Plan benefits.

For additional information or for copies of the Benefit Booklets, please contact the Plan Administrator.

Coverage	Benefit Booklet Name
Medical	Open Access Plus Medical Benefits (80/60 Plan) Open Access Plus Medical Benefits 1 (Health Savings Account) Open Access Plus Medical Benefits 2 (Health Savings Account)
Prescription Drug	SUMMARY PLAN DESCRIPTION for the Prescription Drug Benefits OAP Medical Plan SUMMARY PLAN DESCRIPTION for the Prescription Drug Benefits OAP HSA 1 Medical Plan SUMMARY PLAN DESCRIPTION for the Prescription Drug Benefits OAP HSA 2 Medical Plan
Dental	Met Life Dental FT PT Ees – Premium Plan Met Life Dental FT PT Ees – Basic Plan
Vision	Met Life Vision FT PT Ees – Premium Plan Met Life Vision FT PT Ees – Basic Plan
Long-Term Disability	Met Life Certificate of Insurance
Basic Life Insurance	MetLife Certificate of Insurance
Dependent Life Insurance	MetLife Certificate of Insurance
Optional Life Insurance	MetLife Certificate of Insurance

Accidental Death and Dismemberment	MetLife AD&D Certificate of Insurance
Optional AD&D	MetLife AD&D Certificate of Insurance
Business Travel Accident	AXA XL Business Travel Accident Certificate
Long-Term Care (for grandfathered employees who had previously elected this coverage)	AXA XL Group Contract LT-44140-CT Prudential Long Term Care Coverage
Voluntary Accident	MetLife Certificate of Insurance
Voluntary Critical Illness	MetLife Certificate of Insurance
Voluntary Hospital Indemnity	MetLife Certificate of Insurance
Individual Disability Insurance	MetLife Certificates
Group Prepaid Legal	MetLife Certificate